Tino Villarreal, Commissioner At-large "A"
Bryan L. Martinez, Commissioner District 1
Gustavo De Leon, Commissioner District 3

Nurith Galonsky, Commissioner At-large "B"
Linda C. Macias, Commissioner District 2
Pedro E. Cardenas, Commissioner District 4

John Cowen, Jr, Mayor

NOTICE OF A PUBLIC MEETING OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the City Commission of the City of Brownsville, Texas, in accordance with Article V, Section 12, of the Charter of said City, will convene a **Regular Meeting**, on **October 20, 2026**, at **5:00 p.m.**, in the Commission Chambers, on the Second Floor of the Brownsville City Hall - Old Federal Building, located at 1001 East Elizabeth Street, Brownsville, Cameron County, Texas, 78520.

Pursuant to Section 551.127, Texas Government Code, one or more Commissioners or employees may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting. Members of the public, employees, and the City Commission may join via the Webex Teleconference Meeting by logging on at:

https://brownsvilletx.webex.com/brownsvilletx/j.php?MTID=mb0f8d1240d8f166059ae34c036f78f88

Meeting number: 2532 697 4533

Password: commission (26664774 when dialing from a video system)

Join by video system

Dial 25326974533@brownsvilletx.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

1-844-621-3956 United States Toll Free

+1-650-479-3208 United States Toll

Access code: 253 269 74533

This Notice and Meeting Agenda are posted online at: https://brownsvilletx.gov/129/Agendas-Minutes Members of the public who submitted a "Public Comment Form" will be permitted to offer public comments as provided by the agenda and as permitted by the presiding officer during the meeting. A recording of the meeting will be made and will be available to the public in accordance with the Open Meetings Act. At any time during the course of the posted meeting, the Brownsville City Commission may retire into Executive Session under Texas Government Code 551.071 to confer with legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during this meeting, the City Commission may retire to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more exceptions to the Texas Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.

CALL TO ORDER

a) ROLL CALL

b) INVOCATION

c) PLEDGE OF ALLEGIANCE TO THE FLAGS OF THE UNITED STATES OF AMERICA AND STATE OF TEXAS

PROCLAMATION(S)

1) Recognizing Norma Garcia During Breast Cancer Awareness Month (Commissioner N. Galonsky; Commissioner P. Cardenas)

2) Recognizing YouthBuild Brownsville for Advancing Educational and Workforce Opportunities (Commissioner B. Martinez; Mayor J. Cowen Jr.)

PUBLIC COMMENT PERIOD

- **Non-Agenda Items:** Kindly submit a "Public Comment Form" stating the City business or City policy you wish to speak to an hour before the start of the scheduled meeting time with the City Secretary. Forms are not reserved for anyone nor may time be deferred to anyone. PowerPoint presentations may not be accommodated. This period is limited to five (5) speakers with a time limit of three (3) minutes per speaker.
- **Agenda Items:** Kindly submit a "Public Comment Form" stating which item(s) on the agenda you wish to speak to an hour before the start of the scheduled meeting time with the City Secretary. Speakers will be allowed to address the Commission on the agenda item before it is to be considered. The speaker is limited to three (3) minutes.
- **Time Limits:** The City Commission shall have the discretion to modify its regulations regarding time limits on public comment if necessary. For example, the time limit may be shortened to accommodate a lengthy agenda or it could be lengthened to allow additional time for discussion on a complicated matter or if there is a need for an interpreter.

CITY MANAGER'S UPDATE(S)

1) Pet of the Month Adoption Spotlight

CONSENT AGENDA ITEM(S)

The following are considered to be routine by the City Commission and will be approved by one motion. There will be no separate discussion of these items unless a City Commissioner so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

1) Consideration of approval of minutes from the City Commission Regular Meeting held on October 6, 2026 and October 7, 2026. (Office of the City Secretary)

2) Consideration and **ACTION** to authorize a contract with CivicPlus, LLC in the amount of $345,556.93, under TIPS Contract #220105, for a five-year term, for Agenda and Meeting Management, CivicPlus Media, and DocAccess services as budget.(Office of the City Secretary)

3) Consideration and **ACTION** to approve a renewal of the Interlocal Agreement to continue public transportation to service-limited areas in Cameron County between the City of Brownsville and Cameron County to contribute $89,538.00, as budgeted. (Brownsville Metro)

4) Consideration and **ACTION** to approve a contract with SHI Government Solutions, Inc. for the purchase of Service Management System licenses. The total contract value will not exceed $130,903.10, as budgeted. (Information Technology Department)

5) Consideration and **ACTION** to renew an annual license contract with Tyler Technologies, Inc. for the New World (Logos) Enterprise Resource Planning (ERP) system in the amount of $186,007.47, as budgeted.
(Information Technology Department)

6) Consideration and **ACTION** to reject all bids received for Solicitation No.#294-26-IT-IFB for the Information Technology Department Capital Improvement Project: Proposed 5G & Fiber Design. (Information Technology Department)

7) Consideration and **APPROVAL** on **SECOND and FINAL READING on Ordinance Number 2026-1827** to amend Chapter 98 "Traffic and Vehicles", Article IV, "Speed Restrictions" Establishing Speed Limits at FM 1419 in the City of Brownsville and Dealing with Related Matters. (Engineering and Public Works Department)

8) Consideration and **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance No. 2026-1828** amending Chapter 1, "General Provisions", Section 1-13, "General penalty" of the Code of Ordinances to update the penalty provisions for violations of the City's Code of Ordinances. (Office of the City Attorney)

9) Consideration and **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance No. 2026-1829** repealing and restating Ordinance Nos. 2026-1795, 2026-1795-A, and 2026-1795-B, to repeal and restate regulations for the "Brownsville Entertainment Districts". (Office of the City Attorney)

PUBLIC HEARING(S)

1) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2026-023-S**, to request a Specific Use Permit in a Traditional Neighborhood-Corridor (TN-C) zoning district to allow a used car lot for Lots 4 & 5, Block 31, East Brownsville Addition Third Section, Cameron County, Texas, located at 2034 and 2044 Southmost Boulevard, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

2) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2026-024-PD**, to rezone from Agriculture (AG) to Residential Single-Family (R-1) to allow a single-family development, and establish a Planned Development District (PD) to allow development-specific zoning regulations that would permit reduced setbacks and reduced lot sizes for 54.397 acres, being out of Block 9, and Section 1, Blocks 6, 7, 8, 9, 10, 11, and 12, Villa Nueva Subdivision, Cameron County, Texas, located at 1001 Military Highway, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

3) Public Hearing and **ACTION** on **FIRST READING** of **Ordinance Number 2026-1833** to repeal and restate Chapter 14, "Aviation," Article III, "Airport Zoning Board," to modify the board composition and provide for an appellate body. (Airport Department)

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1) Consideration and **ACTION** on **Resolution Number 2026-137** to approve the issuance and sale by the Brownsville Housing Finance Corporation, a nonprofit public facility corporation of the Housing Authority of the City of Brownsville, of multifamily housing revenue bonds in an aggregate principal amount not to exceed $25,000,000. (HACB/ City Manager's Office/ Office of the City Attorney)

2) Consideration and **ACTION** to authorize a contract (271-26-EPW-IFB) with Levy Company, LLC., for the Traffic Signal Improvements - Cameron County projects to improve traffic operations and safety at various intersections for a term of 112 calendar days from the date of commencement, in the amount not to exceed $1,322,190 as budgeted. (Engineering and Public Works Department).

3) Consideration and **ACTION** on **Resolution Number 2026-136** authorizing publication and posting of notice of intention to issue certificates of obligation in the maximum principal amount of $27,000,000 to: (i) acquire, construct, improve, repair and equip landfill facilities; (ii) acquire,

construct, improve, repair, and equip, streets, sidewalks, trails, bridges, parking structures, and drainage improvements, together with rights-of-way acquisition, traffic and street signalization, landscaping, and lighting improvements; (iii) acquire, construct, improve, repair and equip public safety facilities and facilities physically attached thereto, including fire department facilities and emergency medical services facilities; (iv) acquire, construct, improve and equip facilities to improve city telecommunications, wireless communications, information technology systems, applications, hardware, software, and cybersecurity; (v) acquire, construct, improve, repair, expand, and equip municipal parks and recreational facilities generally accessible to the public; (vi) acquire, construct, improve, repair, and equip improvements to animal shelter facilities; (vii) purchase materials, supplies, equipment, machinery, buildings, land, and rights-of-way for authorized needs and purposes, including in relation to the aforementioned capital improvements; and (viii) pay for professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuance. (Financial Services Department)

BOARD APPOINTMENT(S)

1) Consideration and **ACTION** on **Resolution Number 2026-132-A** to appoint members of the City of Brownsville Sports Commission Advisory Board. (Convention & Visitors Bureau and Office of Space Commerce)

EXECUTIVE SESSION

1) Closed Session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney) related to Reserve Force. (Office of the City Attorney/ City Manager's Office)

2) Closed Session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney) related to Retiree Healthcare. (Office of the City Attorney/ City Manager's Office)

3) Closed Session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney, including Contemplated or Pending Litigation and/or Settlement Offer) related to Cause Number 2026-DCL-03624. (Office of the City Attorney/ City Manager's Office)

4) Closed Session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney, including Contemplated or Pending Litigation and/or Settlement Offer) related to Coffee Rd Drainage Ph II. (Office of the City Attorney/ City Manager's Office)

POSSIBLE ACTION ON ANY ITEM(S) AS DISCUSSED IN EXECUTIVE SESSION

NOTE: The City Commission of the City of Brownsville reserves the right to discuss any items in Executive Session whenever authorized under the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

1) Consideration and **ACTION**, if any, related to the Reserve Force. (Office of the City Attorney/ City Manager's Office)

2) Consideration and **ACTION**, if any, related to Retiree Healthcare. (Office of the City Attorney/ City Manager's Office)

3) Consideration and **ACTION**, if any, related to Cause Number 2026-DCL-03624. (Office of the City Attorney/ City Manager's Office)

4) Consideration and **ACTION**, if any, on **Resolution Number 2026-138** to approve a resolution authorizing the acquisition and filing of eminent domain proceedings and payment to acquire a permanent drainage easement needed for Coffee Road Drainage Phase II for the public use of providing drainage improvements along Coffee Road, to include the extension, improvement, and enlargement of the City's drainage system. The property is 20 feet, more or less, of a property legally described as EL JARDIN SUBDIVISION SHARE 19 LOT 21 BLK 2 & AKA SW CORNER BLK 29 EL JARDIN SH-19 (.51 AC), 0. 5100 acres, recorded in Document No. 200747606, Official Public Records, Cameron County, Texas, Cameron County Appraisal District

(CCAD) Property ID No. 40883, Geographic ID 02-7900-0290-0210-00. The owner of the needed property is Gilberto Flores. (Office of the City Attorney/City Manager's Office)

ADJOURNMENT

NOTE: The City of Brownsville does not discriminate on the basis of disability in the admission of, access to, treatment of, or employment in its programs, activities, or public meetings. Any individual with a disability in need of an accommodation is encouraged to contact the Organizational Development & Human Resources Department at 956/548-6037 (voice or Relay TX) by Monday, no later than 12:00 P.M., to make proper arrangements.

By: John Cowen, Jr.
Mayor of the City of Brownsville

I, **Mayra A. Rios**, hereby certify that a copy of the Notice for the **October 20, 2026** Meeting of the Brownsville City Commission was posted on the designated bulletin board at City Hall – Federal Building, 1001 Elizabeth Street, a location readily accessible to the public, for at least three (3) business days prior to the scheduled meeting date, in compliance with Chapter 551 of the Texas Government Code. I further certify that the Agenda was posted on the City's website and can be downloaded by accessing: https://brownsvilletx.gov/129/Agendas-Minutes

Mayra A. Rios

Mayra A. Rios, TRMC
City Secretary

I certify that the attached notice and agenda of items to be considered by the Brownsville City Commission was removed by me from the Brownsville City Hall – Old Federal Building bulletin areas on the _____ day of _____, 2026.

_____
Employee Name and Signature Date

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	
Date:	Tuesday, October 20, 2026
Agenda #:	Consideration of approval of minutes from the City Commission Regular Meeting held on October 6, 2026 and October 7, 2026. (Office of the City Secretary)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

1. M-10-06-2026
2. M-10-07-2026

THE STATE OF TEXAS §
CITY OF BROWNSVILLE §
COUNTY OF CAMERON §

MINUTES of a **Regular Meeting** of the City Commission of the City of Brownsville, Texas, held on **Tuesday, October 06, 2026**, at **5:00 p.m.** at the **City Commission Chambers,** located at **1001 East Elizabeth Street** and **via Webex Teleconference Meeting by logging on at:**

https://brownsvilletx.webex.com/brownsvilletx/j.php?MTID=mb0f8d1240d8f166059ae34c036f78f88

The following City Commission members were present:

JOHN COWEN, JR. Mayor

COMMISSIONERS:

TINO VILLARREAL, At-Large "A"
NURITH GALONSKY, At-Large "B"

BRYAN L. MARTINEZ, District 1

LINDA C. MACIAS, District 2

GUSTAVO DE LEÓN, District 3

PEDRO E. CARDENAS, District 4

The following staff members were present:

ALAN GUARD City Manager

FELIX SAUCEDA Deputy City Manager/Chief of Police

DOROTEO GARCIA Deputy City Manager
WILL TREVINO, City Attorney

JENNIFER AVENDANO, First Assistant City Attorney

MARINA ZOLEZZI, Interim Assistant City Manager

EFREN TRUJILLO, Interim Chief of Staff

MAYRA A. RIOS City Secretary

CALL TO ORDER

a) ROLL CALL

A quorum being present, Mayra Rios, City Secretary, read the call to order to consider the matters as posted and filed for the record in the Office of the City Secretary pursuant to the Texas Open Meetings Act.

Mayor John Cowen Jr., called the meeting to order at 5:00 p.m.

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Mayor John Cowen Jr., Commissioner Tino Villarreal, Commissioner Nurith Galonsky, Commissioner Bryan L. Martinez, and Commissioner Gustavo De Leon attended the meeting in person.

At 05:05 p.m. Commissioner Linda C. Macias and Commissioner Pedro Cardenas attended the meeting in person.

b) INVOCATION

Pastor Sheri Dittman delivered the invocation.

c) PLEDGE OF ALLEGIANCE TO THE FLAGS OF THE UNITED STATES OF AMERICA AND STATE OF TEXAS

The Pledge of Allegiance to the United States Flag and the Texas Flag was led by Emma Aguilera, Troop 111 Scouting America.

PROCLAMATION(S)

1) **National Disability Employment Awareness Month (Commissioner B. Martinez; Mayor J. Cowen Jr.)**

Mayor John Cowen recognizes the National Disability Employment Awareness month, highlights the 2026 theme "Celebrating Value and Talent," and acknowledges the City of Brownsville's receipt of the Lex Freedom Employment Award.

1) **Recognizing Faulk Middle School (Commissioner B. Martinez; Commissioner L. Macias)**

Commissioner Bryan L. Martinez presented a proclamation recognizing Folk Middle School for its A rating, distinction designations, and outstanding academic achievements.

PUBLIC COMMENT PERIOD

Mayra A. Rios, City Secretary, reported that 28 forms were received by the deadline, including 19 designated for Public Hearing No. 2 regarding data centers, 1 for Public Hearing No. 4 regarding utility drainage, 3 from individuals who did not wish to speak, and a total of 5 speakers for the public comment period, with written comments to be recorded in the minutes.

Yolanda Speece, 305 W. Madison St., Brownsville, Texas, expressed concerns about her previous interactions with city and police leadership, stating . She urged officials to consider how decisions affect residents and reelection prospects.

Alejandra Rodriguez, 1643 Yale Ave. Brownsville, Texas, expressed concern that many residents affected by data centers cannot attend meetings and urged the commission to acknowledge significant environmental and resource related evidence against the projects.

Roberto Delgado, 2756 Gibraltar St. Brownsville, Texas, recalled trusting the mayor after a prior meeting but said the mayor's enthusiasm for data centers made him question whether the city is acting under corporate influence rather than true public interest.

Etienne Rosas, 33 Shadowbrook Lane, Brownsville, Texas, accepted his appointment to the environmental task force and emphasized the need for qualified, conflict free experts to ensure the work is meaningful and not merely symbolic.

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Jacqueline Morales, 142 Acacia Dr., Brownsville, Texas, criticized the commission's vetting process for the task force, arguing that appointees must have research expertise and no industry ties, and urged the commission to correct conflicts of interest.
Cynthia Lizarde Burlette, 14 Ebony Avenue, Brownsville, Texas, submitted a Public Comment Form but wished to register her comments directly to the Commission expressing opposition to the Data Center.
Linda Crews, 54 Villa Del Sur, Brownsville, Texas, submitted a Public Comment Form but wished to register her comments directly to the Commission expressing opposition to the Data Center.
David Vasquez, 2362 El Arbol Dr, Brownsville, Texas, submitted a Public Comment Form but wished to register his comments directly to the Commission expressing opposition to the Data Center.

CITY MANAGER'S UPDATE(S)

1) **Youth Advisory Board Update**
Marina Zolezzi Interim Assistant City Manager introduced the Youth Advisory Board update and invited its representatives to speak.
Board members, Massimiliano Marin-Mera and Nayelli Jacobo, thanked the commission, explained that the board includes 20 students from 14 schools, and emphasized their mission to give youth a meaningful voice in Brownsville. They reported that their first meeting on September 19 included oaths of office and the election of Chair and Vice Chair, followed by a second meeting in which the board was finalized and goals were set to identify community gaps and strengthen youth involvement. The board highlighted its focus on expanding opportunities, connecting students with resources, and ensuring youth perspectives are included in decision making.

PRESENTATION(S)

1) **Presentation on Hotel Occupancy Tax Applicants and Timeline Overview for Fiscal Year 2027 (Convention & Visitors Bureau)**
Nathan Burkhart Director of Convention and Tourism provided an overview of hotel occupancy tax (visitor tax) operations for FY 2027, explaining that Brownsville collects a total of 15 percent in visitor taxes—6 percent to the state, 7 percent retained by the city, and 2 percent to Cameron County—and that these funds may only be used for the Convention and Visitors Bureau or specific tourism related purposes outlined in state code. He reported that HOT revenues have increased to more than $2.3 million, reflecting growing tourism and business activity, and highlighted that Brownsville uniquely returns nearly 50 percent of collected funds to the community through grants. Burkhart outlined the application timeline, review process, and significant rise in applicants, noting that 28 organizations requested a combined $3.1 million in funding, though only about $1.1 million could be awarded based on eligibility and availability. He concluded by presenting the list of funded applicants and opened the floor for questions.

CONSENT AGENDA ITEM(S)

1) Consideration of approval of minutes from the City Commission Regular Meeting held on September 1, 2026 and September 22, 2026. (Office of the City Secretary)

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2) Consideration and **ACTION** to Authorize Contracts with Waste Solutions USA LLC and Alamo Environmental, Inc. dba Alamo1. For Contract No. 263-26-PLN-IFB, Building Demolition Services On An As-Needed Basis, for an initial term of three (3) years with two (2) optional one-year renewal periods. (Planning and Redevelopment Services Department)
3) Consideration and **ACTION** to approve Free Fare Service on Brownsville Metro Fixed-Route and Paratransit Service on November 3, 2026 Election Day, May 1, 2027 Election Day, and the H-E-B Feast of Sharing Event on November 11, 2026. (Brownsville Metro)
4) Consideration and **ACTION** to approve a cooperative purchase from SHI Government Solutions, Inc. for CrowdStrike Cyber Defense Software in the amount of $331,074.28, as budgeted. (Information Technology Department)
5) Consideration and **ACTION** to Authorize a Contract with ETA Phi Systems, Inc. in the amount of $475,773 for Contract No. 358-26-BMT-CP, for a term of Five (5) Years, for the purchase and implementation of a Computer-Aided Dispatch/Automatic Vehicle Location (CAD/AVL) System for Brownsville Metro fixed-route buses (Brownsville Metro)
6) Consideration and **ACTION** to approve an amendment to the Services Agreement between the City of Brownsville and The University of Texas Health Science Center at Houston on behalf of the School of Public Health in Brownsville to renew the Tu Salud ¡Si Cuenta! Program. (Department of Health, Wellness & Animal Services)
7) Consideration and **ACTION** to approve the Second Amendment to the American Rescue Plan Act (ARPA) Interlocal Agreement between the City of Brownsville (City) and the Brownsville Public Utilites Board (BPUB) to the existing agreement for the Downtown Water and Wastewater Project, ARPA-2021-1112. (Engineering and Public Works Department)
8) Consideration and **ACTION** to reject all bids received for Solicitation No. 145-26-EPW-IFB for the 12th Street Traffic Signal Improvements Project. (Engineering and Public Works Department).
9) Consideration and **ACTION** to Authorize a Contract with Rio Grande Hauling for Excavation, Loading and Hauling Services on an as needed basis for Contract No.288-26-EPW-IFB, for a term not to exceed 5 Years. (Engineering and Public Works Department).
10) Consideration and **ACTION** to award the second and final renewal to contract #GTS-67-0622 for Geotechnical and Construction Material Testing Services, by and between the City of Brownsville, a Texas municipal corporation, and the following firms: B2Z Engineering LLC., Millennium Engineers Group, Raba Kistner, Inc., and Terracon Consultants, Inc., for the Street and Drainage Capital Improvements Projects and Miscellaneous Projects for the City of Brownsville. (Engineering and Public Works Department)
11) Consideration and **ACTION** to Authorize Task Order No. 8 with Jviation, a Woolpert Company, LLC, under Master Agreement RFQ PES-63-0523, in the amount of $321,646.00, for Airfield Signage Upgrade Design, Bidding, Construction Administration, and Construction Coordination Services at the Brownsville South Padre Island International Airport. (Airport Department)
12) Consideration and **ACTION** to Authorize a Contract with ClearGov, Inc in the amount of $171,966 for Contract No. 371-26-FIN-CP, for a term of Three (3) Years, approximately $57,322 per year, for budgeting and financial management software services. (Financial Services Department)
13) Consideration and **ACTION** to execute an Interlocal Agreement between the City of Brownsville and Cameron County regarding the Fiscal Year 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation application for the amount of $90,450, which will allow the City of Brownsville and Cameron County to purchase equipment items. (Police Department)
14) Consideration and **ACTION** to approve the renewal of one (1) year contract with TRIPPP Consulting that provides Transportation Rideshare company service with Uber to the City of

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Brownsville and Cameron County for Brownsville Metro's Route 30 for $149,230, as budgeted. (Brownsville Metro)

15) Consideration and **ACTION** to approve an Administrative Services Agreement between the City of Brownsville and the Brownsville Community Improvement Corporation (BCIC). (City Manager's Office)
16) Consideration and **ACTION** to approve **Resolution Number 2026-129** for the agreement between the Texas Department of Transportation (TxDOT) and the City of Brownsville to authorize the street closure(s) for the 26th Annual Veterans Day Parade. (Engineering & Public Works Department).
17) Consideration and **ACTION** on **Resolution Number 2026-134** in supporting the submission of the FY 2027 Crime Victims Notification Systems Grant #6010001 for $73,359.00 through the Office of the Governor, Public Safety Office and accept the terms and conditions of said grant for the City of Brownsville. (Police Department)
18) Consideration and **ACTION** to approve **Resolution Number 2026-130** for the agreement between the Texas Department of Transportation (TxDOT) and the City of Brownsville to authorize the street closure(s) for the Christmas Parade.(Engineering & Public Works Department)
19) Consideration and **APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2026-021-PD,** to establish a Planned Development District (PD) to establish development-specific zoning regulations that would permit reduced setbacks, detached accessory structures in the front yard, and unique design standards for the proposed residences, for 2.817 acres, being all of Common Area 1 of Butterfly Grove Subdivision, Cameron County, Texas, located at 1903 Grove Lane, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)
20) Consideration and **APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2026-019,** to rezone from Residential Estate (RE) to Residential Single-Family (R-1) to allow a single-family residential development for a 1.00-acre tract of land out of Lot 4, Block 307, El Jardin Re-Subdivision, Cameron County, Texas, located at 835 South Indiana Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)
21) Consideration and **APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2026-022-S,** to request a Specific Use Permit in a Regional Center (RC) zoning district to allow an event center for Suite G, Lot 3, Block 1, Springmart I Subdivision Replat #2, Cameron County, Texas, located at 3231 Pablo Kisel Boulevard, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

Motion: Motion was made by City Commissioner Nurith Galosnsky, seconded by City Commissioner Pedro Cardenas, to approve Items 1 through 21 for the consent agenda items. The vote was cast 5 for, 0 against [Martinez & De Leon absent]. The motion carried unanimously.

PUBLIC HEARING(S)

1) **Public Hearing and ACTION to authorize the City of Brownsville Police Department to apply for the FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation application for the amount of $90,450. (Police Department)**

Lieutenant Sergio H. Perez Jr. presented the public hearing item requesting authorization for the Brownsville Police Department to apply for the FY 2026 Justice Assistance Grant (JAG), explaining that it is a long standing recurring grant shared between the City of Brownsville and Cameron County. He noted that the total allocation is $90,450, with the police department intending to use its

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portion to purchase rugged tablets, camera systems, and accessories for K 9 vehicles, while the county will use its share for computer and law enforcement equipment.
Brief discussion among the City Commission and City staff.

Mayor John Cowen Jr. opened the public hearing.

There were no speakers.

Motion: Motion was made by City Commissioner Nurith Galosnsky, seconded by City Commissioner Pedro Cardenas, to Close the Public Hearing. The vote was cast 5 for, 0 against [Martinez & De Leon absent]. The motion carried unanimously.

Motion: Motion made by City Commissioner Tino Villarreal, seconded by City Commissioner Nurith Galosnky, to authorize applying for the FY2026 Edward Byrne Memorial Justice Assistance Grant. The vote was cast 5 for, 0 against [Martinez & De Leon absent]. The motion carried unanimously.

2) **Public Hearing and ACTION on SECOND of THREE PUBLIC HEARINGS on imposing a temporary moratorium on the acceptance, processing, and approval of applications for High-Intensity Data Processing Facilities within the City of Brownsville and its extraterritorial jurisdiction, pursuant to Texas Local Government Code §§ 212.131–212.139. (City Manager's Office/ Office of the City Attorney/ Planning and Redevelopment Department)**

Will Trevino, City Attorney, presented an updated timeline for the data center moratorium, explaining that the commission is now holding its second public hearing, with a third and final hearing scheduled for the following day October 7, 2026 to adopt the first reading of the ordinance. He stated that the moratorium's final adoption is planned for November 4, 2026, becoming effective November 5,2026, and that it will run for 180 days—90 days initially, with one 90 day extension allowed under state law. Mr. Trevino outlined the legal requirements and limitations of the moratorium, clarified that it cannot affect vested or previously submitted projects, and confirmed that no data center applications have been filed with the city. He reviewed how data centers are currently classified under the Unified Development Code, described statewide actions including the governor's pause pending an audit, and detailed the role and expectations of the Environmental and Conservation Task Force, which is charged with studying impacts and recommending regulatory updates. He also explained why three public hearings are required to satisfy both state law and the city charter, noting that additional special meetings were scheduled at the commission's request to expedite implementation.
Brief discussion among the City Commission and City staff.

Mayor John Cowen Jr. opened the public hearing.

Ismael Hinojosa, 3048 Stanolind Avenue, Brownsville, Texas, submitted a Public Comment Form, but he was not present to express his comments to the Commission.
Corina Ochoa, 128 Marvis Dr, Brownsville, Texas, expressed concerns about 24/7 noise, large water consumption, heavy electricity use, and potential environmental and health impacts.

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Yamile Sandoval, 14 San Diego Ave, Brownsville, Texas, Brownsville native and scientist expressed disappointment with industrial expansion in the region, citing SpaceX, LNG plants, desalination, and potential military related development.
Hugo Izaguirre, 7006 Laguna Del Rey Dr, Brownsville, Texas, opposed appointing a SpaceX employee to the Environmental Task Force and supported community leaders such as Dr. Christopher Basaldú and Rebecca Hinojosa instead.
Uriel Gavito, 5527 Southmost Rd, Brownsville, Texas, requested a clear answer from the City regarding whether a data center is planned on land associated with SpaceX.
Nancy Guevara, Brownsville resident, Brownsville, Texas, expressed distrust in the City due to patterns she perceives as corruption. She urged the Commission not to seek reelection and stated that community members are concerned about land and water protection.
Rebekah Hinojosa, 3005 Old Alice Rd Apt 1500A, Brownsville, Texas, requested clarity on the moratorium timeline, criticized changes to the dates, and asked for accessible public meetings. She argued that a SpaceX employee on the Environmental Task Force represents a conflict of interest and advocated for community led decision making.
Guillermo Vega, 127 Starcrest, Brownsville, Texas, submitted a Public Comment Form, but he was not present to express his comments to the Commission.
Josette Hinojosa, 1225 W. Washington, Brownsville, Texas, urged the Commission to pass a temporary moratorium under state law and insisted that individuals with ties to SpaceX or major tech firms must not serve on the Environmental Task Force.
Rosalba Guzman, 9720 Conejos Dr, Brownsville, Texas, expressed her concerns regarding data centers.
Eliott Trahan, 3955 Shoal Creek Blvd Apt 109, Brownsville, Texas, submitted a Public Comment Form, but he was not present to express his comments to the Commission.
Adrian Barrientes, 433 Lancer Lake Dr, Brownsville, Texas, stated that allowing a SpaceX employee to regulate environmental issues is a clear conflict of interest. He urged the Commission to appoint qualified community advocates with environmental experience.
Adhlemy Sanchez, 478 Rey Juan Carlos Street, Brownsville, Texas, urged removal of the SpaceX representative from the Task Force and advocated for a strong, long moratorium.
Christopher Basaldu, 651 Old Port Isabel Rd, Brownsville, Texas, encouraged the City to not only enact but consider making the moratorium permanent. He cited excessive water and energy needs of data centers, accused the City Attorney of providing advice harmful to residents, and objected to the appointment of a SpaceX employee to the Task Force.
Keyla Garcia, 624 Pera Ave, Brownsville, Texas, argued that 90 days is insufficient for proper study and requested at least a 180 day moratorium. She opposed having a SpaceX employee on the Task Force and described ecological degradation at her university's campus.
Ernesto Casas, 1854 Tanglewood Rd, Brownsville, Texas, urged the City to "pass the moratorium" and criticized permitting decisions that benefit corporations. He questioned whether the Task Force could regulate entities such as SpaceX.
John Culliver, 801 Tropical Drive Apt 3, Brownsville, Texas, stated that community groups overwhelmingly support a 180 day moratorium and a community led Task Force.
Valeria Caballero, 1643 Morton St, Brownsville, Texas, discussed national examples of data centers causing outages, pollution, and environmental degradation. She argued that Brownsville lacks resources for such facilities and opposed public officials signing NDAs.

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Bebe Jowell, 23402 FM 1846, Brownsville, Texas, organic farmer and retired health data analyst, requested that the City and County require security bonds to ensure companies pay for environmental damage.
Pastor Brad Burkes, Brownsville resident, noted that he learned a great deal from public comments and described noise and heat concerns from high intensity data centers. He argued that a permanent moratorium may be necessary unless impacts can be fully mitigated.
Alejandro De Leon college student, spoke about intergenerational impacts and expressed concerns about water availability, drought, and industry related priorities.
Pablo Esquivel, resident of District 4, advocated for a permanent ban on data centers, describing them as part of an oppressive technological infrastructure. He stated that the community did not consent to industrialization that harms quality of life.
Cristobal Ramirez, a Brownsville resident, spoke about the symbolism of names and local history, comparing past land dispossession to modern industrial development.
Juan Perez, Brownsville resident, expressed concerns about the data centers.
Leticia Cuviller, Brownsville resident, expressed concerns regarding the data centers coming to Brownsville.

Motion: Motion made by City Commissioner Tino Villarreal, seconded by City Commissioner Pedro Cardenas, to close the public hearing. The vote was cast 6 for, 0 against [De Leon absent]. The motion carried unanimously.

No Action.

3) **Public Hearing and ACTION on FIRST READING on Ordinance No. 2026-1824 amending the Code of Ordinances by amending Chapter 102 "Utilities," to add Article XII "Municipal Drainage Utility System," Division 1 "Creation and Administration" to establish a municipal drainage utility system; providing for drainage service, billing, exemptions, drainage charges, and an appeal process. (Engineering and Public Works Department)**

Maribel Guerrero, Managing Director of Engineering and Public Works, introduced the items and the presenter, Mr. Trey Shanks, Vice President and Principal at Freese and Nichols, who is serving as the City's senior financial consultant. Ms. Guerrero explained that Item 3 would establish the drainage utility system and Item 4 would establish the corresponding fee structure.
Mr. Shanks then provided a comprehensive presentation on the city's stormwater management system, explaining that it includes both natural and engineered infrastructure such as resacas, ponds, channels, and underground pipe networks. He outlined the system's challenges, including limited capacity during severe storms, erosion caused by runoff velocity, water quality issues, and general infrastructure deterioration. Mr. Shanks noted that the current drainage maintenance approach is reactive and funded through the General Fund, which is neither sustainable nor sufficient to meet ongoing regulatory and capital needs.
He explained that the former $6.25 Resaca Fee has been rescinded and replaced by the proposed Stormwater Utility Fee, which would fund stormwater management across the entire city. The fee is authorized under state law, which requires that it be reasonable, equitable, and nondiscriminatory, and that its revenue be used exclusively for drainage-related activities. Certain exemptions are allowed, including city and county-owned properties, school districts, charter schools, and tax-exempt religious institutions; state-owned properties and public universities are exempt by law. Mr.

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Shanks described the proposed fee structure, which includes two residential tiers: residents with 1,500 square feet or less of impervious area would pay $3.00 per month, while all others would pay $6.25. Non-residential properties would pay $6.25 per Equivalent Residential Unit (ERU), with one ERU defined as 3,600 square feet of impervious area. Examples were provided illustrating how the fee would apply to small restaurants and large commercial properties. Mr. Shanks concluded by outlining the implementation timeline, noting that a second reading would occur the following evening, BPUB billing integration would continue through early 2027, and public outreach would take place during that period.
Commissioner Nuirht Galonsky asked how the 1,500-square-foot threshold was determined.
Mr. Shanks explained that it represented the smallest ten percent of properties and served as an equitable method to reduce fees for smaller households, since state law does not allow income-based exemptions.
Commissioner Galonsky also asked about potential exemptions for senior or disabled residents.
Staff confirmed are not permitted under the statute.
Commissioners discussed billing concerns, particularly for multi-tenant commercial properties and apartment complexes, referencing issues currently occurring with trash billing.
Staff acknowledged that these concerns are valid and explained that approximately 2,000 accounts will require additional review to ensure fair and manageable billing practices.
Commissioner Tino Villarreal expressed that while establishing the system and fee is important, they want implementation of policies to prevent undue burden on property owners.
Commissioner Villarreal asked if it was possible to table the item that would allow more time to resolve billing issues.
Will Trevino, City Attorney, advised that because this matter requires legally mandated public notices, tabling would necessitate re-publication, which could expose the City to challenges.
Commissioner Villarreal also asked about the appeals process.
Mr. Shanks confirmed that an appeals' mechanism—similar to the appraisal district's—would allow property owners to dispute incorrect impervious area measurements or classifications.
Discussion continued regarding current drainage funding, with staff clarifying that all stormwater operations are currently funded through the General Fund and grants. The new fee would generate approximately $6.2 million per year (with exemptions), dedicated solely to drainage. Staff also affirmed that fees would remain attached to the property regardless of ownership changes.

Mayor John Cowen Jr. opened the public hearing.

Adan Oseguera resident from San Benito, asked whether a smoother fee structure with additional tiers could be implemented to avoid the steep jump from $3.00 to $6.25.
Mr. Shanks explained that while some cities use multiple tiers, doing so increases administrative complexity and costs, and the proposed two-tier system balances fairness and efficiency. He also noted that appeals may address residents who fall close to the tier cutoff.
Juan Perez, a Brownsville resident, then addressed the Commission and expressed concern regarding the proposed stormwater fee. He questioned whether the fee structure accounted for newer subdivisions, explaining that many newer developments already include stormwater analysis and drainage plans as part of their design and purchase process. He contrasted this with older subdivisions, which may have greater drainage needs, and asked how the fee would apply in such cases.

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Staff responded that the fee is based solely on impervious square footage, regardless of whether a subdivision is new or old.

Motion: Motion made by City Commissioner Tino Villarreal, seconded by City Commissioner Pedro Cardenas, to close the public hearing. The vote was cast 5 for, 0 against [Martinez abstained] [De Leon absent]. The motion carried unanimously.

Motion: Motion made by City Commissioner Pedro Cardeas, seconded by City Commissioner Nuirth Galonsky, to approve the first reading on Ordinance Number 2026-1824. The vote was cast 5 for, 0 against [Martinez abstain] [De Leon absent]. The motion carried unanimously.

4) **Public Hearing and ACTION on FIRST READING on Ordinance No. 2026-1825 amending Chapter 102 "Utilities" of the Code of Ordinances by amending Article III, "Rates and Charges," by adding Division 5 "Drainage Utility Fees"; establishing a municipal drainage utility system fee; providing for exemptions and credits. (Engineering and Public Works Department)**

Maribel Guerrero, Managing Director for Engineering and Public Works introduced Item 4, explaining that this portion of the agenda would formally establish the proposed drainage utility rate structure. She summarized the recommended rates as follows: residential properties with 1,500 square feet of impervious area or less would be charged $3.00 per month, and residential properties exceeding that threshold would be charged $6.25 per month. Non residential properties would be billed based on an Equivalent Residential Unit (ERU), defined as 3,600 square feet of impervious area. Ms. Guerrero also reviewed the proposed exemptions, which would include public schools, charter schools, religious institutions, and city and county government properties.

Commissioners sought clarification regarding whether exemptions applied to all schools or only public schools; staff confirmed that only public schools would qualify automatically, and that private schools would not be exempt unless they fell under the category of religious institutions.

Staff confirmed that religious exemptions are permissible under state law, and commissioners indicated support for including them.

Commissioners continued by asking for additional clarification regarding how many residences fall under the 1,490–1,500 square foot threshold.

Staff stated that approximately 5,000 residences qualify for the reduced $3.00 rate. A commissioner expressed that many modest and older homes in Brownsville fall below 1,000 square feet and suggested that the City explore adding a third residential tier for greater equity.

Commissioner Bryan L. Martinez noted that a resident might have a very large lot but a relatively small home, prompting a need to ensure the fee structure appropriately reflects impervious area rather than overall lot size.

Commissioners also expressed interest in exploring an expanded tier structure to reflect the diversity of home sizes in the community.

Alan Guard, City Manager, advised that staff could return with additional alternatives, including adjustments to the percentage of homes within the lowest tier or the introduction of an intermediate rate between $3.00 and $6.25. Mr. Guard emphasized the importance of securing adequate funding for drainage improvements citywide, noting that all residents benefit from improved stormwater infrastructure regardless of where they live. He further explained that the proposed $6.2 million in

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annual revenue would significantly strengthen the City's ability to complete capital drainage projects and to leverage state matching funds, which are currently limited by available resources.
Staff clarified that although this meeting constituted the first public hearing and first reading of the ordinance, the Commission could approve the item today and then table the second reading if additional time were needed to refine the fee structure. Doing so would avoid restarting the statutory publication process required for drainage utility ordinances.

Mayor John Cowen Jr. opened the public hearing.

Father Kevin Collins, 409 Austin Road, Brownsville, Texas, noted that the ordinance establishing the fees included exemptions, but did not currently include all optional exemptions authorized under state law. He emphasized that the state statute allows municipalities to exempt religious organizations, which would include Catholic schools, churches of various denominations, and other qualified religious entities, and encouraged the City to adopt these exemptions.
Following public comments, commissioners requested clarification regarding the exemptions available under the City's existing Capital Recovery Fee (CRF) policy.
Staff explained that CRF exemptions include affordable rental housing, affordable owner occupied housing, historic downtown properties, and partially completed subdivisions where at least 80 percent of lots are undeveloped. Mixed use developments providing workforce housing receive a 25 percent reduction, and projects implementing offset eligible roadway improvements may qualify for additional credits. Staff also clarified that although state law references exemptions for municipal housing authorities, that particular provision applies only to El Paso due to specific population and geographic criteria.

Motion: Motion made by City Commissioner Tino Villarreal, seconded by City Commissioner Pedro Cardenas, to close the public hearing. The vote was cast 6 for, 0 against [De Leon absent]. The motion carried unanimously.

Commissioners then returned to discussion regarding Item 4, expressing concern about the complexity of the proposed rate structure and the timeline imposed by required publication deadlines.
Will Trevino, City Attorney, explained that both ordinances had been published together, and that under the City's charter a second reading is required. However, the Commission could adopt the ordinance at the first reading with instructions for staff to return with revised criteria, and then table the second reading at the following day's meeting.
Staff further explained that finalizing the fee structure is important for PUB's billing integration process, but that there is still time to adjust the implementation timeline if necessary.
Commissioner Bryna L. Martinez expressed concern that the item had not been previously discussed in a workshop format and emphasized the importance of more thorough review given the impact of the proposed fee.
After additional discussion, staff noted that the Commission could choose to table the item or restart the ordinance process entirely, as there was no legal deadline requiring immediate action.

Motion: Motion made by City Commissioner Pedro Cardeas, seconded by City Commissioner Tino Villarreal, to approve the first reading of Ordinance Number 2026-1825 amending the exemptions for religious establishments, public and charter schools, city and county properties, and any other

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exemption permitted under state statute. The vote was cast 5 for, 0 against [Martinez abstained] [De Leon absent]. The motion carried unanimously.

5) **Public Hearing and ACTION on FIRST READING on Ordinance Number 2026-1827 to amend Chapter 98 "Traffic and Vehicles", Article IV, "Speed Restrictions" Establishing Speed Limits at FM 1419 in the City of Brownsville and Dealing with Related Matters. (Engineering and Public Works Department)**

Joel Garcia, Multimodal Transportation Director, reported that the Texas Department of Transportation (TxDOT) had submitted a request for the City to concur with a proposed reduction in the speed limit along FM 1419 (Oklahoma Road), in the direction of the B&M Bridge area. Garcia explained that although FM 1419 is a TXDOT roadway, a small segment—approximately 42 feet—falls within the Brownsville city limits. Based on TxDOT's traffic analysis conducted approximately two years prior, the agency recommended lowering the speed limit on this segment from 55 miles per hour to 50 miles per hour. Mr. Garcia stated that staff recommended approval of the request. Brief discussion among the City Commission and City staff.

Mayor John Cowen Jr. opened the public hearing.

There were no speakers.

Motion: Motion made by City Commissioner Bryan L. Martinez, seconded by City Commissioner Pedro Cardenas, to close the public hearing. The vote was cast 6 for, 0 against [De Leon absent]. The motion carried unanimously.

Motion: Motion made by City Commissioner Bryan L. Martinez, seconded by City Commissioner Tino Villareal, to approve first reading of Ordinance 2026-1827. The vote was cast 6 for, 0 against [De Leon absent]. The motion carried unanimously.

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1) **Consideration and ACTION to Authorize a Contract with 4X Construction Group, LLC for the construction of Landfill Cell #6 and other site improvements, for an amount not to exceed $3,733,577.47 for Contract No. 296-26-EPW-IFB, for a term of 150 consecutive calendar days, as budgeted. (Engineering and Public Works Department)**

Maribel Guerrero, Managing Director for Engineering and Public Works, informed the Commission that staff is recommending approval of the proposed project for the construction of Cell Six at the City landfill and has selected the lowest responsible bidder. The project includes all major earthwork required for developing the next active waste disposal cell, such as excavation, placement of structural fill, installation of soil barriers, and construction of the under drain system. In addition to building Cell Six, the contract incorporates regrading and excavation of the landfill's north and south stormwater ditches to improve drainage and ensure compliance with TCEQ requirements—work that is too extensive for in house crews to complete with existing staffing.

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Motion: Motion made by City Commissioner Tino Villarreal, seconded by City Commissioner Pedro Cardenas, to approve contract with 4X construction Group, LLC for the construction of Landfill Cell #6. The vote was cast 6 for, 0 against [De Leon absent]. The motion carried unanimously.

2) **Consideration and ACTION to Authorize a Contract with Austin Traffic Signal Construction CO LLC in the amount of $4,405,513.30 for Contract No #146-26-EPW-IFB, for a term of 720 Consecutive Calendar Days for the International Blvd Traffic Signal Improvements Project. (Engineering and Public Works Department)**

Joel Garcia, Multimodal Transportation Director, addressed the Mayor and City Commission. He stated that the Rio Grande Valley MPO awarded the City approximately $32 million in federal funding. The next three agenda items relate directly to those funds, and staff is prepared to move forward with contract awards. Mr. Garcia explained that the project spans from the Gateway International Bridge to I 69 and includes a total of eight intersections. These intersections have not been improved in approximately 30 years, since 1994, making this a significant infrastructure improvement for the City.

Motion: Motion made by City Commissioner Bryan L. Martinez, seconded by City Commissioner Nurith Galonsky, to approve the contract with Austin Traffic Signal Construction CO LLC. The vote was cast 5 for, 0 against [Villarreal & De Leon absent]. The motion carried unanimously.

3) **Consideration and ACTION to Authorize a Contract with The Levy Company in the amount of $7,134,576.30 for the Contract No #144-26-EPW-IFB on Traffic Signals Communication Development, for a term of 260 days commencing upon approval. (Engineering and Public Works Department).**

Joel Garcia, Multimodal Transportation Director, addressed the City Commission and provided an update on the traffic signal communication development project. He explained that the project includes the installation of field monitoring units, roadside units, Ethernet switches, and private 5G infrastructure. He noted that field monitoring units will be deployed at 186 locations, roadside units at 198 locations, and Ethernet switches with private 5G at 106 locations. Staff recommended approval of the bid.

Motion: Motion made by City Commissioner Bryan L. Martinez, seconded by City Commissioner Nurith Galonsky, to approve the contract with The Levy Company. The vote was cast 5 for, 0 against [Villarreal & De Leon absent]. The motion carried unanimously.

4) **Consideration and ACTION to Authorize a Contract with Austin Traffic Signal Construction CO, LLC in the amount of $2,537,330 for Contract No #143-26-EPW-IFB, for a term of 220 Consecutive Calendar Days for the Brownsville Traffic Monitoring & Management of Signalized Roads Project. (Engineering and Public Works Department).**

Joel Garcia, Multimodal Transportation Director, addressed the Mayor and City Commission, stating that the project includes the installation of traffic signal controllers at 191 locations, closed

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circuit television (CCTV) cameras at 205 locations, and electronic cabinet access systems at 215 locations. Staff recommended awarding the project to the lowest bidder in the amount of $2,537,330.

Motion: Motion made by City Commissioner Bryan L. Martinez, seconded by City Commissioner Nurith Galonsky, to approve the contract with Austin Traffic Signal Construction CO,LLC. The vote was cast 6 for, 0 against [De Leon absent]. The motion carried unanimously.

BOARD APPOINTMENT(S)

1) **Consideration and ACTION on Resolution Number 2026-132 to appoint members of the City of Brownsville Sports Commission Advisory Board. (Convention & Visitors Bureau and Office of Space Commerce)**

Motion: Motion made by Commissioner Bryan L. Martinez, seconded by Commissioner Nurith Galonsky, to appoint Commissioner Tino Villarreal as the Ex Officio of the Brownsville Sports Advisory Board. The vote was cast 6 for, 0 against. [De Leon absent] The motion carried unanimously.
Motion: Motion made by Commissioner Tino Villarreal, seconded by Commissioner Linda C. Macias, to appoint Albert Chavez as a member of the Brownsville Sports Advisory Board. The vote was cast 6 for, 0 against. [De Leon absent] The motion carried unanimously.
Motion: Motion made by Commissioner Linda C. Macias, seconded by Commissioner Tino Villarreal, to appoint Julio Lozano as a member of the Brownsville Sports Advisory Board. The vote was cast 6 for, 0 against. [De Leon absent] The motion carried unanimously.
Motion: Motion made by Commissioner Bryan L. Martinez, seconded by Commissioner Tino Villarreal, to appoint Baldemar Cortez Jr. as a member of the Brownsville Sports Advisory Board. The vote was cast 6 for, 0 against. [De Leon absent] The motion carried unanimously.
Motion: Motion made by Mayor John Cowen Jr. , seconded by Commissioner Tino Villarreal, to appoint Adrian Delgado as a member of the Brownsville Sports Advisory Board. The vote was cast 6 for, 0 against. [De Leon absent] The motion carried unanimously.
Motion: Motion made by Commissioner Pedro Cardenas, seconded by Commissioner Tino Villarreal, to appoint Gilberto Rico as a member of the Brownsville Sports Advisory Board. The vote was cast 6 for, 0 against. [De Leon absent] The motion carried unanimously.
Motion: Motion made by Commissioner Nurith Galosnky, seconded by Commissioner Bryan L. Martinez, to appoint Francisco Lozano as a member of the Brownsville Sports Advisory Board. The vote was cast 6 for, 0 against. [De Leon absent] The motion carried unanimously.

The appointment of Commissioners De Leon was tabled for the next City Commission meeting.

2) **Consideration and ACTION on Resolution Number 2026-131-A to appoint members to the City of Brownsville Environmental and Conservation Task Force pursuant to Resolution Number 2026-121-A. (City Manager's Office/ Office of the City Attorney/ Planning and Redevelopment Department)**

Motion: Motion made by Commissioner Bryan L. Martinez, seconded by Commissioner Linda C. Macias, to appoint Valeria Caballero, as a member of the Environmental & Conservation Task Force. The vote was cast 6 for, 0 against. [De Leon absent] The motion carried unanimously.

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Motion: Motion made by Commissioner Nurith Galonsky, seconded by Commissioner Linda C. Macias, to appoint Justin Katusak, as a member of the Environmental & Conservation Task Force. The vote was cast 6 for, 0 against. [De Leon absent] The motion carried unanimously.

During the discussion of the remaining board appointment, a commissioner expressed concern that Brownsville PUB's recommended individuals were not present at the meeting, noting that it would have been helpful for the Commission to hear directly from the nominees. The Commissioner stated that they were unfamiliar with the individuals recommended by Brownsville PUB.
Motion: Motion made by Commissioner Pedro Cardenas, to appoint Alejandro Najera for the PUB designated position. However, the nomination failed due to the lack of a second.

Motion: Motion made by Commissioner Pedro Cardenas, to appoint Leo Guzman, followed by a comment that PUB already has a representative and that this appointment should reflect someone with technical expertise relevant to electrical operations. This nomination also failed for lack of a second.

City staff indicated that they could reach out to Brownsville PUB to request a recommendation aligned with this expectation and bring the appointment back for consideration at the next meeting.

Motion: Motion made by Commissioner Pedro Cardenas , seconded by Commissioner Linda C. Macias, to allow Brownsville PUB to select and appoint its own representative, based on the criteria discussed. The vote was cast 6 for, 0 against. [De Leon absent] The motion carried unanimously.

EXECUTIVE SESSION

Motion: Motion made by Commissioner Bryan L. Martinez, seconded by Commissioner Tino Villarreal to convene into Executive Session at 8:28 p.m. The vote was cast 6 for, 0 against [De Leon absent]. The motion carried unanimously.

1) **Closed Session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney) related to Project Boundary. (Office of the City Attorney/ City Manager's Office)**
2) **Closed Session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney, including Contemplated or Pending Litigation and/or Settlement Offer) related to Cause Number 2026-DCL-03624. (Office of the City Attorney/ City Manager's Office)**

All items scheduled for discussion in the Executive Session were addressed, and a certified agenda was maintained.
Upon the conclusion of the Executive Session, Mayor John Cowen Jr. reconvened the Regular Meeting at 9:58 pm.

POSSIBLE ACTION ON ANY ITEM(S) AS DISCUSSED IN EXECUTIVE SESSION

1) **Consideration and ACTION, if any, related to Cause Number 2026-DCL-03624. (Office of the City Attorney)**

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Motion: Motion made by Commissioner Bryan L. Martinez seconded by Commissioner Pedro Cardenas to proceed as discussed in executive session. The vote was cast 5 for, 0 against [Villarreal & De Leon absent]. The motion carried unanimously.

2) **Public Hearing and ACTION, if any, on FIRST READING on Ordinance No. 2026-1828 amending Chapter 1, "General Provisions", Section 1-13, "General penalty" of the Code of Ordinances to update the penalty provisions for violations of the City's Code of Ordinances. (Office of the City Attorney)**

Brief discussion among the City Commission and City staff.

Mayor John Cowen opened the public hearing.

There were no speakers.

Motion: Motion made by Commissioner Bryan L. Martinez, seconded by Commissioner Pedro Cardenas, to close the public hearing. The vote was cast 6 for, 0 against [De Leon absent]. The motion carried unanimously.

Motion: Motion made by Commissioner Bryan L. Martinez, seconded by Commissioner Pedro Cardenas, to approve first reading on Ordinance 2026-1828. The vote was cast 6 for, 0 against [De Leon absent]. The motion carried unanimously.

3) **Public Hearing and ACTION, if any, on FIRST READING on Ordinance No. 2026-1829 repealing and restating Ordinance Nos. 2026-1795, 2026-1795-A, and 2026-1795-B, to repeal and restate regulations for the "Brownsville Entertainment Districts". (Office of the City Attorney)**

Brief discussion among the City Commission and City staff.

Mayor John Cowen opened the public hearing.

There were no speakers.

Motion: Motion made by Commissioner Tino Villarreal, seconded by Commissioner Bryan L. Martinez, to close the public hearing. The vote was cast 6 for, 0 against [De Leon absent]. The motion carried unanimously.

Motion: Motion made by Commissioner Tino Villarreal, seconded by Commissioner Bryan L. Martinez, to approve first reading on Ordinance 2026-1829. The vote was cast 6 for, 0 against [De Leon absent]. The motion carried unanimously.

ADJOURNMENT

There being no further business to come before the Commission, upon duly made motion the meeting adjourned at 10:01 PM.

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Approved 20th day of October 2026.

_____
John Cowen, Jr.
Mayor

ATTEST:

_____
Mayra A. Rios,
City Secretary

Respectfully submitted by: Blanca E. Gonzalez, Interim Deputy City Secretary, MPA, TRMC

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THE STATE OF TEXAS §
CITY OF BROWNSVILLE §
COUNTY OF CAMERON §

MINUTES of a **Special Meeting** of the City Commission of the City of Brownsville, Texas, held on **Wednesday, October 07 2026**, at **5:00 p.m.** at the **City Commission Chambers,** located at **1001 East Elizabeth Street** and **via Webex Teleconference Meeting by logging on at:**

https://brownsvilletx.webex.com/brownsvilletx/j.php?MTID=m772bed533ca4fa7d2dab5aa51ee15a82

The following City Commission members were present:

JOHN COWEN, JR. Mayor

COMMISSIONERS:

TINO VILLARREAL, At-Large "A"
NURITH GALONSKY, At-Large "B"

BRYAN L. MARTINEZ, District 1

LINDA C. MACIAS, District 2

GUSTAVO DE LEÓN, District 3

PEDRO E. CARDENAS, District 4

The following staff members were present:

FELIX SAUCEDA Deputy City Manager/Chief of Police

DOROTEO GARCIA Deputy City Manager
WILL TREVINO, City Attorney

JENNIFER AVENDANO, First Assistant City Attorney

MARINA ZOLEZZI, Interim Assistant City Manager

EFREN TRUJILLO, Interim Chief of Staff

MAYRA A. RIOS City Secretary

The following staff members were present:

ALAN GUARD City Manager

CALL TO ORDER

a) ROLL CALL

A quorum being present, Mayra Rios, City Secretary, read the call to order to consider the matters as posted and filed for the record in the Office of the City Secretary pursuant to the Texas Open Meetings Act.
Mayor John Cowen Jr., called the meeting to order at 5:00 p.m.

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Mayor John Cowen Jr., Commissioner Tino Villarreal, Commissioner Nurith Galonsky, Commissioner Bryan L. Martinez , and Commissioner Gustavo De Leon attended the meeting in person.
At 05:06 p.m. Commissioner Pedro Cardenas attended the meeting in person.
At 05:010 p.m. Commissioner Linda C. Macias attended the meeting in person.

b) PLEDGE OF ALLEGIANCE TO THE FLAGS OF THE UNITED STATES OF AMERICA AND STATE OF TEXAS

The Pledge of Allegiance to the United States Flag and the Texas Flag was led by Alicia Justilian.

PROCLAMATION (S)

1) Recognizing "The Brownsville Crime Stoppers, Inc" (Mayor J. Cowen Jr.; Commissioner T. Villarreal)

Commissioner Tino Villarreal recognizes Brownsville Crime Stoppers, Inc. for more than four decades of dedicated service in promoting public safety, protecting community wellbeing, and encouraging civic participation through anonymity.

PUBLIC COMMENT PERIOD

Mayra Rios, City Secretary, noted for the record that 16 forms were received, two of which indicated the speakers did not wish to speak, and that six forms were removed due to incorrect or inappropriate information, after which she stated that the remaining forms would be addressed during the public hearing portion of the meeting before proceeding to the consent agenda items.

CONSENT AGENDA ITEM(S)

Mayra Rios, City Secretary, stated that the meeting would proceed to the consent portion, noting that there were two items for consideration and that each item would be individually pulled for review.

1) Consideration and APPROVAL on SECOND and FINAL READING on Ordinance No. 2026-1824 amending the Code of Ordinances by amending Chapter 102 "Utilities," to add Article XII "Municipal Drainage Utility System," Division 1 "Creation and Administration" to establish a municipal drainage utility system; providing for drainage service, billing, exemptions, drainage charges, and an appeal process. (Engineering and Public Works Dept.)

Doro Garcia, Acting City Manager, delivered a presentation addressing questions raised at the previous meeting regarding the proposed stormwater utility fee. The presentation outlined the purpose of the fee, the implementation timeline, and various options under consideration. Mr. Garcia explained that the City initiated this effort through multiple meetings with PUB staff to evaluate elimination of the existing Resaca Fee and to develop a more equitable fee structure. Mr. Garcia stated that the stormwater utility fee is authorized under state statute and would allow the City to assess a service fee through utility billing to support drainage related operations. The fee would

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provide a dedicated funding source for stormwater improvements and maintenance. In contrast, the former $6.25 Resaca Fee collected by PUB supported only resaca specific activities and did not address the City's broader drainage needs. The proposed structure distributes costs more equitably based on impervious surface area. The fee would fund maintenance of drainage systems, including erosion control along waterways and roadside ditches, as well as compliance with state and FEMA requirements. The City would assume responsibility for resaca maintenance previously managed by PUB. The fee would also support additional staffing, equipment, and recurring drainage related maintenance. Approximately $740,000 currently funded through the General Fund would be offset and redirected to other operations. Mr. Garcia reiterated that impervious surface area includes structures such as roofs and driveways, while pervious areas, such as grass, are excluded. Approximately 49,000 residential and 5,500 non residential properties have been evaluated. An appeals process will be available to correct property classifications; however, appeals pertain only to classification accuracy, not exemption from the fee.

Commissioner Pedro Cardenas raised questions regarding the accuracy of property classifications near the entrance of VICC along FM 802 and the mixed use downtown buildings.

Staff clarified that, although apartments are categorized as residential under the City code, some multi unit properties may have been misclassified and will be reviewed for accuracy. Staff will provide a detailed explanation outlining the criteria used to determine when apartment complexes are designated as residential or non residential. Staff further explained that, in mixed use buildings, residential portions will be classified as residential and evaluated on a case by case basis.

Mayor John Cowen asked about data sources for impervious area calculations.

Mr. Garcia stated that impervious area measurements rely on Cameron Appraisal District data, GIS aerial imagery, and permitting records, with field verification conducted when necessary. He emphasized that the fee structure examples presented were illustrative and not final recommendations, and he reviewed the residential tier options and the ERU calculations for non residential properties, which are based on 3,600 square feet per ERU. Mr. Garcia then presented a flexible implementation timeline, noting ongoing coordination with PUB on billing integration and explaining that a key challenge is that many PUB accounts are listed under tenants' names, while state law requires billing to property owners. He reported that public outreach is planned for late fall, with implementation anticipated in early Q1 of the following year. Mr. Garcia further explained that current General Fund stormwater operations total approximately $717,000 annually, while the proposed model projects operations and maintenance costs at $3.1 million, increasing to $3.8 million when equipment and personnel needs are included. He noted that approximately $2.5 million of this increase is attributable to transferring resaca maintenance responsibilities from PUB to the City.

Commissioner Nuirth Galonsky asked whether resaca maintenance would include all city resacas.

Mr. Garcia confirmed that the City will maintain only resacas under its jurisdiction, while privately owned resacas remain the responsibility of their owners. He explained that most subdivision level detention and retention ponds are privately owned and that the City maintains only regional facilities, with Code Enforcement assisting private owners on maintenance and compliance. Mr. Garcia reviewed the Texas Water Development Board's drainage projects, noting costs ranging from $1.6 million to more than $80 million, and stated that the modeled fee could generate approximately $6.5 million annually, supporting about $25 million in long term debt for a major project; however, adjustments to ERU rates or residential tier thresholds would reduce available CIP funding. He also outlined mandatory and optional exemptions allowed under state law and noted that federal properties and businesses cannot be exempted. Mr. Garcia concluded by confirming the City's readiness to schedule a public workshop for community engagement.

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Commissioner Linda C. Macias asked whether funds remained from the previous Resaca Fee and whether BPUB's dredging equipment could be transferred to the City at reduced cost.
Mr. Garcia responded that most PUB equipment is at or near end of life and that the remaining Resaca Fee funds have been used for transition activities.
Mayor John Cowen Jr. supported holding a public town hall and emphasized that no urgency exists in finalizing the fee structure. The Mayor also requested clarification on staffing requirements.
Commissioner Tino Villarreal expressed appreciation for staff's expanded fee structure alternatives and reiterated the importance of a public town hall to gather community feedback. He noted that residents consistently identify drainage and flooding as top priorities and that significant investment is necessary to address these concerns equitably.

Motion: Motion made by City Commissioner Tino Villarreal, seconded by City Commissioner Nurith Galonsky, to approve the second and final reading on Ordinance Number 2026-1824. The vote was cast 7 for, 0 against. The motion carried unanimously.

2) **Consideration and APPROVAL on SECOND and FINAL READING on Ordinance No. 2026-1825 amending Chapter 102 "Utilities" of the Code of Ordinances by amending Article III, "Rates and Charges," by adding Division 5 "Drainage Utility Fees"; establishing a municipal drainage utility system fee; providing for exemptions and credits. (Engineering and Public Works Dept.)**

Commissioners discussed the proposed three tier fee structure, expressing support for a model that provides reduced rates for smaller homes and maintains the current $6.25 rate for larger residences. Staff reviewed "Alternative 4," which uses tier thresholds of 1,490 sq. ft. and 1,953 sq. ft., and confirmed that rounding these figures to 1,500 and 2,000 sq. ft. could simplify implementation and reduce appeals. Staff also noted that this option would lower CIP debt capacity from $25 million to approximately $22.5 million.
Commissioners emphasized the importance of explaining major drainage projects in clear, accessible terms during town hall outreach. After confirming meeting schedules, the Commission finalized its decision to table the item to November 4, 2026.

Motion: Motion made by City Commissioner Tino Villarreal, seconded by City Commissioner Nurith Galonsky, to table Ordinance Number 2026-1825 to the Special Meeting on November 4, 2026. The vote was cast 7 for, 0 against. The motion carried unanimously.

PUBLIC HEARING(S)

1) **THIRD and FINAL PUBLIC HEARING on imposing a temporary moratorium on the acceptance, processing, and approval of applications for High-Intensity Data Processing Facilities within the City of Brownsville and its extraterritorial jurisdiction, pursuant to Texas Local Government Code §§ 212.131–212.139; and ACTION on FIRST READING on Ordinance Number 2026-1826 enacting a 90-day moratorium on and prohibiting the acceptance, processing, and approval of applications for High-Intensity Data Processing Facilities within the City of Brownsville and its extraterritorial jurisdiction, and adopting findings and making a determination pursuant to Texas Local Government Code §§ 212.131–212.139, to allow the City time to review its regulations and environmental conservation efforts**

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of such land uses in relation to the public health, safety and welfare of Brownsville residents. (City Manager's Office/ Office of the City Attorney/ Planning and Redevelopment Department)

Will Trevino, City Attorney, opened the item by noting that this meeting constituted the third and final public hearing required under state law and the City Charter. He explained that approval of Ordinance 2026 18 26 requires a three fourths majority, meaning six affirmative votes from the Commission. He clarified questions raised at a prior meeting regarding the October 13 date, stating that the original timeline did not account for specially called meetings; at the Commission's direction, staff adjusted the schedule to allow the process to advance two weeks sooner, resulting in additional specially called meetings in October and November. He outlined that after the ordinance is approved, the moratorium will return in January for a required 90 day extension, which will also include a public hearing and two readings. Mr. Trevino emphasized that the proposed moratorium applies solely to data centers, that no such projects are currently under review, and that the request originated from a withdrawn application for a data center project at the former Walmart site. He noted that recent legislative changes have lengthened the moratorium process, requiring multiple notices and hearings. He concluded by reminding the public that comments must remain specific to the data center moratorium before inviting questions from the Commission.

Mayor John Cowen Jr. opened the public hearing.

Matthew Rosas, 15 South Coria St, Brownsville, Texas, submitted a Public Comment Form, but he was not present to express his comments to the Commission.
Christopher Basaldu – 651 Old Port Isabel Rd, Brownsville, Texas, praised the moratorium on data centers but urged the commission to strengthen its language—specifically to include explicit environmental protections and pollution controls, and close loopholes in the moratorium's effective dates.
Maria Contreras, 69 Orange St, Brownsville, Texas, submitted a Public Comment Form, but she was not present to express her comments to the Commission.
Adan Oceguera, 330 Lozano Lane, Brownsville, Texas, submitted a Public Comment Form, but he was not present to express his comments to the Commission.
Etienne Rosas, 704 Paredes Line Rd, Brownsville, Texas, supported the moratorium but urged broader action, warning that related SpaceX agreements, pipeline projects, and county/port loopholes could undermine environmental protections and should be addressed through public mobilization and coordinated oversight.
Jaqueline Morales, 704 Paredes Line Rd, Brownsville, Texas, supported both a moratorium and an outright ban on data centers, asked whether Brownsville could align its moratorium with a potential statewide pause, and urged the commission to amend zoning laws to permanently prohibit data centers.
Alejandro Ibarra, 600 Ladero St, Brownsville, Texas, opposed the proposed data center due to concerns about long term strain on water, electrical infrastructure, and noise, urging the city to reject the project unless it can prove it will not burden community resources.
Steve Vasquez, 41546 Schafer, Brownsville, Texas, submitted a Public Comment Form but wished to register his comments directly to the Commission expressing opposition to the Data Center.
Nancy Guevarra, Brownsville resident, emphasized that the core issue is water scarcity, criticized loopholes benefiting industry (including SpaceX), and warned that unchecked industrial water use

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could trigger severe community consequences, encouraging officials to research the Rio Grande water crisis.
Amelia Murillo, 41546 Schafer Rd, Brownsville, Texas, submitted a Public Comment Form but wished to register her comments directly to the Commission expressing opposition to the Data Center.

Commissioner Nurith Galonsky requested clarification on the timing of the moratorium process.
Will Trevino, City Attorney, to explain that, under the current Unified Development Code, data centers are classified as "all other utility uses" and may be located by right in light and heavy industrial zones without Planning and Zoning Commission review. He further clarified that only properties zoned commercial corridor or regional center require a specific use permit. Because recent legislative changes eliminated the temporary moratorium that previously took effect after the first public hearing, applicants may still file permits during the required sequence of public hearings and the mandatory 28 day waiting period between ordinance readings, potentially securing vested rights. He noted that the City is relying on, meanwhile, on the Governor's statewide pause on data center grid connections. Mr. Trevino emphasized that, even if an application were submitted before the City's moratorium is in place, state law allows the City to require applicants to install their own water and electrical infrastructure and, as an added local requirement, provide documentation demonstrating no adverse impacts to air quality or noise. He also clarified that state law limits moratoria to a maximum of 180 days within a two year period.
The discussion also addressed public misconceptions about recent annexation matters, water supply concerns, and the regulatory role of state agencies.
The Commission then continued with the public hearing, reminding speakers to remain on topic and observing procedural rules for comment participation.

Roberto Delgado Brownsville citizen argued that data centers would provide few low wage jobs, expressed distrust about the overall process and past decisions, and urged the commission to enact a permanent moratorium rather than a temporary one.
Valeria Caballero, 1643 Morton St, Brownsville, Texas, voiced support for the moratorium and emphasized the need for strong regulations to deter environmentally harmful development, citing concerns about environmental justice and potential conflicts of interest with advisory bodies. She also encouraged the City to expand outreach and ensure language accessibility during public processes.
Commissioners responded by noting the availability of translation services, virtual participation options, and opportunities for written public comment.
Ms. Caballero further described her academic background in environmental science and sustainability, and commissioners welcomed her appointment to the Environmental and Conservation Task Force.
The Commission acknowledged her request for more accessible meeting structures and affirmed that the task force may hold community meetings at various times to encourage broader participation.

Motion: Motion made by City Commissioner Pedro Cardenas, seconded by City Commissioner Tino Villarreal, to close the public hearing. The vote was cast 7 for, 0 against. The motion carried unanimously.

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Motion: Motion made by Commissioner Tino Villarreal, seconded by Commissioner Pedro Cardenas, to approve. The vote was cast 7 for, 0 against. The motion carried unanimously.

Roll Call Vote Summary:
Ayes: Mayor John Cowen Jr., Commissioner Tino Villarreal, Commissioner Nurith Galonsky, Commissioner Bryan Martinez, Commissioner Linda Macias, Commissioner Gustavo De Leon, and Commissioner Pedro Cardenas.

ADJOURNMENT

There being no further business to come before the Commission, upon duly made motion the meeting adjourned at 6:53 PM.

Approved 20th day of October 2026.

_____
John Cowen, Jr.
Mayor

ATTEST:

_____
Mayra A. Rios,
City Secretary

Respectfully submitted by: Blanca E. Gonzalez, Interim Deputy City Secretary, MPA, TRMC

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To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Mayra Rios, City Secretary
Date:	Tuesday, October 20, 2026
Agenda #:	Consideration and **ACTION** to authorize a contract with CivicPlus, LLC in the amount of $345,556.93, under TIPS Contract #220105, for a five-year term, for Agenda and Meeting Management, CivicPlus Media, and DocAccess services as budget.(Office of the City Secretary)

Summary:
The Office of the City Secretary requires agenda and meeting management, media, and document accessibility services to support City meeting and records operations. CivicPlus provides these services through its Agenda and Meeting Management, CivicPlus Media, and DocAccess platforms.

Project Scope and Analysis:

Funding:

Source: 01-251-776

Amount: $345,556.93

Local Contribution if Applicable:

Recommendation:
The Office of the City Secretary and the Procurement Department recommends that the City Commission authorize a contract with CivicPlus, LLC, in the total amount of $345,556.93, under TIPS Contract #220105, for a five-year term, for Agenda and Meeting Management, CivicPlus Media, and DocAccess services for the Office of the City Secretary.

Commission Pillar:
Governance

Attachments:

1. 005-27-CMO-CP CivicPlus
2. 005-27-CMO-CP Procurement Analysis

Contract Summary Form

Contract Number 005-27-CMO-CP

Procurement Info	
Procurement Method:	**Cooperative TIPS Contract #220105**
New Contract:	**Yes ☒ No ☐**
Award Date:	**Tuesday, October 6, 2026**
Contractor	
Vendor Name:	CivicPlus, LLC
Address:	302 South 4th St., Suite 500, Manhattan, KS 66502
Point of Contact / Project Manager*:	Maggie Cooney
Email Address:	maggie.cooney@civicplus.com
City Contact Information	
Department:	Office of the City Secretary
Point of Contact / Project Manager:	Blanca E. Gonzalez
Email Address:	Blanca.Gonzalez@brownsvilletx.gov
Contract Term	
Contract Amount:	$345,556.93
Contract Base/Primary Term:	5 years, from October 1, 2026 through September 30, 2031
Renewal Periods (if any):	N/A
Total Term of Contract:	5 years
Additional Contract Information	
Annual payments:	Subject to the amounts specified in the Agreement/Exhibit A.
Survival:	City Agreement survives expiration of the TIPS Contract pursuant to the TIPS Survival Clause.
City Internal Use	
Signature Sections	**Signature Page: 3 and 6.**
State or Federal Funds:	**Yes ☐ No ☒**
GL Account:	

COOPERATIVE PURCHASE AGREEMENT
005-27-CMO-CP

This Cooperative Purchase Agreement ("Agreement") is entered into by and between CivicPlus, LLC ("Vendor") and the City of Brownsville, ("City"), a Texas home rule municipality.

The Cooperative Purchase Agreement includes the following documents which shall be construed in the order of precedence in which they are listed:

1. This Cooperative Purchase Agreement.
2. Exhibit A – Statement of Work Q-152648-1
3. Exhibit B – TIPS Contract #220105
4. Exhibit C – Form 2 - Statement of Conflict of Interest
5. Exhibit D – Form 3 - Texas Ethics Commission Certificate of Interested Parties (1295)

Exhibits A, B, C, and D which are attached hereto and incorporated herein, are made a part of this Agreement for all purposes. Vendor agrees to provide City with the services and goods included in Exhibit A pursuant to the terms and conditions of this Cooperative Purchase Agreement, including all exhibits thereto.

City shall pay Vendor in accordance with the fee schedule set forth in Exhibit A and in accordance with the provisions of this Agreement. Total payments made under this Agreement during the initial term shall not exceed **Three Hundred Forty-Five Thousand Five Hundred Fifty-Six Dollars and Ninety-Three Cents ($345,556.93)**, with annual payments not to exceed the following:

- **Year One:** $62,537.10
- **Year Two:** $65,663.95
- **Year Three:** $68,947.15
- **Year Four:** $72,394.50
- **Year Five:** $76,014.23

Vendor shall not provide any additional items or services or bill for expenses incurred for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing.

The term of this Agreement shall commence upon approval by the City Commission or designee on the signature date of this Agreement and ending on September 30, 2031. The parties acknowledge that this Agreement is being entered into pursuant to **TIPS Contract #220105, which expires May 31, 2027**. Notwithstanding the expiration or termination of TIPS Contract #220105, this Agreement shall remain in effect for the full term stated herein pursuant to the **Survival Clause** of the TIPS Contract, which provides that contracts executed by a TIPS Member and accepted by the Vendor prior to the expiration or termination of the TIPS Contract shall survive such expiration or termination, subject to the terms and conditions agreed upon by the parties.

Vendor agrees that City shall, until the expiration of final payment under this Agreement, or the final conclusion of any audit commenced during the said five years, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers and records of Vendor involving transactions relating to this Agreement at City's expense. City shall give Vendor reasonable advance notice of intended audits.

VENDOR ACKNOWLEDGES THAT CITY IS A GOVERNMENT ENTITY AND AS SUCH CANNOT INDEMNIFY OR HOLD HARMLESS A PARTY WITHOUT FIRST CREATING A SINKING FUND OR LEVYING A TAX. VENDOR FURTHER ACKNOWLEDGES THAT THE CITY HAS NO INTENTION OF CREATING SUCH A SINKING FUND OR LEVYING A TAX. THE PARTIES AGREE THAT ANY PROVISION CONTAINED WITHIN THE CONTRACT DOCUMENTS REQUIRING THE CITY TO INDEMNIFY OR HOLD HARMLESS THE VENDOR IS HEREBY STRICKEN.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

To CITY:
City of Brownsville
Attn: City Manager
1001 East Elizabeth Street
Brownsville, Texas 78520

With copy to Brownsville City
Attorney's Office at same address.

To VENDOR:
CivicPlus, LLC
Attn: Legal Department
302 South 4th St., Suite 500,
Manhattan, KS 66502
Email: legal@civicplus.com

The undersigned represents and warrants that he or she has the power and authority to execute this Agreement and bind the respective parties.

CITY OF BROWNSVILLE:

Signature: _____

Print Name: _____

Title: _____

Date: _____

VENDOR:

Signature: Amy Vikander

Print Name: Amy Vikander

Title: Senior VP of Customer Success

Date: 09/29/2026

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-152648-1
CivicPlus Pricing Approval Date: 9/17/2026 1:28 PM
Expires On: 11/2/2026

Client:
City of Brownsville, TX

Bill To:
BROWNSVILLE CITY, TEXAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Maggie Cooney		maggie.cooney@civicplus.com		Net 30

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	12 Month Value
1.00	Agenda and Meeting Management- Premium Annual Fee Renewal	Agenda and Meeting Management- Premium Annual Fee: Number of Boards (Max) 7	5	USD 9,166.26
1.00	AMM Select: Live Meeting Manager Annual Fee	AMM Select: Live Meeting Manager Annual Fee	5	USD 2,992.50
1.00	CivicPlus Media: Annual Fee	CivicPlus Media Annual Fee: Unlimited storage, unlimited users, up to 3 concurrent streams	5	USD 9,875.25
1.00	DocAccess Renewal	DocAccess is a document accessibility platform that scans, converts, and monitors PDF documents on websites to support ADA and Section 508 compliance efforts for users with disabilities.	5	USD 40,503.09

Initial Term	10/1/2026 - 9/30/2031, Renewal Term 10/1 each calendar year
Initial Term Invoice Schedule	Year One Annual Total invoiced upon the signature date of this Agreement, subject to proration if the term begins at signing. Subsequent Annual Totals invoiced every 12 months starting at Renewal Term.

	Annual Subscription	One Time Fees	Annual Total
Year One	USD 62,537.10	USD 0.00	USD 62,537.10
Year Two	USD 65,663.95		USD 65,663.95
Year Three	USD 68,947.15		USD 68,947.15
Year Four	USD 72,394.50		USD 72,394.50
Year Five	USD 76,014.23		USD 76,014.23
Subtotal			USD 345,556.93
Annual Recurring Services Starting Year 6			USD 79,814.94
Renewal Procedure		Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date	
Annual Uplift		5% to be applied in year 2	

If the customer has subscribed to the DocAccess services, which is evidenced by the DocAccess line item shown above, the covered domains for the service shall be limited to:
https://tx-brownsville.civicplus.com/
https://brownsvilletx.portal.civicclerk.com/

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"), and the Interlocal Purchasing System Contract # 220105 ("TIPS Contract # 220105"), being associated with this Agreement guarantees that the Client is receiving a minimum discount of 5%. By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-152648-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
By (please sign):	By (please sign):
Printed Name:	Printed Name: Amy Vikander
Title:	Title: Senior VP of Customer Success
Date:	Date: 09/29/2026

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

TIPS VENDOR AGREEMENT

Between CivicPlus, LLC **and**

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 220105 Technology Solutions, Products and Services

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight
All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions
All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support
The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements
Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status
Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements
No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.

- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals
The Agreement with TIPS is for approximately five (5) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base five-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that

Award Notifications are anticipated as published in the Solicitation.

Example: If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 the end date of the resulting initial "five-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2025 in this example.

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus five years.

Example: If the original term is approximately five years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original five-year term shall be May 31, 2025 in this example.

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2026 in this example.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

TIPS reserves the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity
The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax
By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous
The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation
If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only
TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures
Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.

- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public

and existing structures from injury or damage.

Smoking
Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing
Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements
The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause
All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations
It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights
Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by

TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or

in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement
TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement
Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements
If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation
The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES
THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS
Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the

TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	$1,000,000 each Occurrence/ Aggregate
Automobile Liability	$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation**: All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS**: If Vendor is hosting a custom TIPS website, updated pricing when

effective. TIPS shall be notified when prices change in accordance with the award.

- **Back Ordered Products**: If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 220105 Technology Solutions, Products and Services

Company Name CivicPlus LLC

Address 302 4th Street Ste 500

City Manhattan State KS Zip 66502

Phone 888.228.2233 Fax 785.587.8951

Email of Authorized Representative avikander@civicplus.com

Name of Authorized Representative Amy Vikander

Title Senior Vice President of Customer Success

Signature of Authorized Representative Amy Vikander

Date 02/16/2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature David Wayne Fitts

Approved by ESC Region 8 David Wayne Fitts

Date 5-23-2022

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



220105 Addendum 1

CivicPlus LLC

CivicPlus, LLC

Supplier Response

Event Information

Number: 220105 Addendum 1
Title: Technology Solutions, Products and Services
Type: Request for Proposal
Issue Date: 1/6/2022
Deadline: 2/18/2022 03:00 PM (CT)
Notes: **IF YOU ALREADY HOLD TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES ("200105") OR 210101 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES ("210101"), YOU DO NOT NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU WISH TO REPLACE 200105 OR 210101 AT THIS TIME. IF YOU HOLD 200105 OR 210101, CHOOSE TO RESPOND HEREIN, AND ARE AWARDED ON THIS CONTRACT, YOUR 200105 OR 2101101 WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.**

IF YOU HOLD ANY OF THE FOLLOWING TIPS CONTRACTS AND YOU DO *NOT* HOLD 200105 OR 2101101, PER TIPS PRIOR NOTIFICATION, YOU MUST RESPOND TO THIS SOLICITATION BECAUSE YOUR SPECIFIC CONTRACT IS BEING CONSOLIDATED INTO OR REPLACED BY THIS CONTRACT.

- **TIPS 190103 Web and Cloud Computing Services**
- **TIPS 181203 Management Software and Services**
- **TIPS 181204 Notification Systems**

TIPS RESERVES THE RIGHT TO ISSUE, REBID, OR CANCEL ANY PLANNED SOLICITATIONS AT ANY TIME AS NECESSARY FOR THE NEEDS OF TIPS, TIPS VENDORS, AND TIPS MEMBERS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

CivicPlus LLC Information

Address: 302 S 4th Street
Suite 500
Manhattan, KS 65202
Phone: (888) 228-2233

By submitting your response, you certify that you are authorized to represent and bind your company.

Kyle Karpowicz
Signature

Karpowicz@civicplus.com
Email

Submitted at 2/17/2022 9:06:37 AM

Requested Attachments

Agreement Signature Form

220105 Agreement Signature Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

220105 Pricing Form 2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Reference Form

220105 Reference_Form.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at https://www.tips-usa.com/assets/documents/docs/CIQ.pdf.

Proposed Goods and Services

Product_Suite_Pages_12-2021.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement

220105 Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1

220105 Pricing Form 1.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

No response

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the “Response Attachment” tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, “disclosure Form to Report Lobbying,” in the Response attachments section.

Confidentiality Claim Form

220105 CONFIDENTIALITY CLAIM FORM Signed.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form

CivicPlus W9 - 2022- HQ - Signed.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Bid Attributes

1	**Yes - No** Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the ”Response Attachments” D/M/WBE CERTIFICATES section. NO

2	**Yes - No** Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/. Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. No
3	**Yes - No** The Vendor can provide services and/or products to all 50 US States? Yes
4	**States Served:** If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) *No response*
5	**Company and/or Product Description:** This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) IT services, software-as-a-service and hosting solutions for local government.
6	**Primary Contact Name** Primary Contact Name Kyle Karpowicz
7	**Primary Contact Title** Primary Contact Title Contract Specialist
8	**Primary Contact Email** Primary Contact Email karpowicz@civicplus.com
9	**Primary Contact Phone** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 7853234733
10	**Primary Contact Fax** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 *No response*
11	**Primary Contact Mobile** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 *No response*

12 **Secondary Contact Name**

Secondary Contact Name

Philip Devine

13 **Secondary Contact Title**

Secondary Contact Title

Associate General Counsel

14 **Secondary Contact Email**

Secondary Contact Email

devine@civicplus.com

15 **Secondary Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8882282233

16 **Secondary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

17 **Secondary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

18 **Admin Fee Contact Name**

Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.

Lisa Houston

19 **Admin Fee Contact Email**

Admin Fee Contact Email

accounting@civicplus.com

20 **Admin Fee Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

7853234718

21 **Purchase Order Contact Name**

Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.

Kyle Karpowicz

22 **Purchase Order Contact Email**

Purchase Order Contact Email

karpowicz@civicplus.com

23 **Purchase Order Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

7853234733

24 **Company Website**

Company Website (Format - www.company.com)

http://www.civicplus.com

25 **Entity D/B/A's and Assumed Names**

Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award.

No response

26 **Primary Address**

Primary Address

302 S. 4th Street STE 500

27 **Primary Address City**

Primary Address City

Manhattan

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

Kansas

29 **Primary Address Zip**

Primary Address Zip

66502

30 **Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

software, saas, software as a service, website, hosting, agenda management, recreation management, hr management, emergency management

31 **Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

Yes

32 **Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

No

33 **Company Residence (City)**

Vendor's principal place of business is in the city of?

Manhattan

34 **Company Residence (State)**

Vendor's principal place of business is in the state of?

Kansas

35 **Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a ***MINIMUM*** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS ***MINIMUM*** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the ***MINIMUM*** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

5%

36 **MINIMUM Discount Term**

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

YES

37 **Yes - No**

If awarded on this TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, their then current catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

A. is regularly maintained by the manufacturer or Vendor of an item; and
B. is either published or otherwise available for inspection by a customer during the purchase process;
C. to which the minimum discount proposed by the proposing Vendor may be applied.

YES

38 **TIPS Administration Fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

39 **Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

Agreed

40 **TIPS Administration Fee Paid by Vendor - Not Charged to Customer**

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing with this proposal which includes and accounts for the TIPS Administration Fee and ***shall never*** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

41 **Additional Discounts?**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

Yes

42 **Years in Business as Proposing Company**

Years in business as proposing company?

24

43 **Resellers:**

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

No

44 **Right of Refusal**

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

45 **NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;

2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:

3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;

4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

46 **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

No

47 **Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

No response

48	**Regulatory Standing** I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Yes

49	**Regulatory Standing** Regulatory Standing explanation of no answer on previous question. *No response*

50	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** By submission of this bid or proposal, the Bidder certifies that: I affirm under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below; (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

51 Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

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

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

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

52 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

53 **Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3)
email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

☑ Yes, I certify (Yes)

54 **2 CFR PART 200 Contract Provisions Explanation**

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

55

2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

56

2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess
of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and
TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor
would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

57

2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of
an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes

58

2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

Yes

59

2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

Yes

60

2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with
maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Yes

61

2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

Yes

62

2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

Yes

63

2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

Yes

64

2 CFR PART 200 Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor Agree?

Yes

65

FEMA Fund Certifications

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

66

Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor agree?

Yes

67 **Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

I HAVE NOT Lobbied per above

68 **If you answered "I HAVE lobbied" to the above Attribute Question**

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

69 **Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

NO

70 **ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,
do you agree to comply with the following federal requirements?
Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

No response

71 **Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from
indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as
ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for
any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently
performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on
behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in
the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to
indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated
damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified
with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree
to these terms?

☑ Yes, I Agree (Yes)

72 **Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue
and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution
of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived
under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any
issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a
prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee
equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and
will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if
signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

Yes, I Agree

73 **Remedies Explanation of No Answer**

No response

74 **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

Agreed

75 **Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

Agreed

76 **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

77 **Infringement(s) Explanation of No Answer**

No response

78 **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

☑ Yes, I Agree (Yes)

79 **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

☑ Yes, I Agree (Yes)

80	**Insurance and Fingerprint Requirements Information** Insurance If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance. Fingerprint It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: http://www.statutes.legis.state.tx.us/ If the vendor has staff that meet both of these criterion: (1) will have continuing duties related to the contracted services; and (2) has or will have direct contact with students Then you have "covered" employees for purposes of completing the attached form. TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474. See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

81

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

82 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

83 **Texas Government Code 2270 & 2271 Verification Form**

Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

I swear and affirm that the above is true and correct.

YES

84 **Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

85 **Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

86 **Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

87 **Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

Yes

88 **Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

89 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

90 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)

2. The named person's role in the firm, and

3. Details of Conviction(s).

No response

91 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form
This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.
Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

92 **Member Access to Vendor Proposal**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

93 **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

94 **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

Agreed

95 **Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities.
Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

Agreed

96	**Indemnity Limitation with TIPS Members** Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ". **Agreement is a required condition to award of a contract resulting from this Solicitation.** Agreed
97	**Arbitration Clauses** Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS? Agreed
98	**Required Vendor Sales Reporting** By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.
99	**Upload of Current W-9 Required** Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.
100	**CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)** **By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:** If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." *See* Tex. Gov't Code § 809.001(1).

101 CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. *See* Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." *See* Tex. Gov't Code § 2274.001(3) of SB 19.

102 CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." *See* Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

103 Acknowledgement

By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

ADDENDUM NO. 1 TIPS 220105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES

This Addendum #1 ***does not*** require action from responding Vendors and ***does not*** require resubmission for Vendors who have already submitted. It is only to correct a misstatement originally included in Page 7 of the solicitation attachment entitled "220105 RFP Specifications." The original Page 7 of the solicitation attachment entitled "220105 RFP Specifications" mistakenly stated at the top of the page that, "This solicitation is seeking providers for: Safety Equipment, Supplies and Services." This Addendum No. 1 corrects it to properly state, "This solicitation is seeking providers for: Technology Solutions, Products and Services."

TIPS RFP 220105 Technology Solutions,
Products and Services

REFERENCES

Please provide three (3) references from three different entities, preferably from school districts or other governmental entities who have the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

Verify your references emails are deliverable and that they agree to provide a reference. Failure to do this may

You may provide more than three (3) references.

Entity Name	Contact Person	**VALID EMAIL IS REQUIRED**	Phone
Lebanon, TN	Jon Allison	jon.allison@lebanontn.org	(615) 308-8526
Baldwin City, KS	Laura Hartman	lhartman@baldwincity.org	(785) 594-6427
Richfield, WI	Jennifer Keller	asc@richfieldwi.gov	(262) 628-2260 ext 113
Louisburg, KS	Jean Carder	jcarder@louisburgkansas.gov	(913) 837-5371 x9
Canadian County, OK	Becky Julian	julianb@canadiancounty.org	(405) 295-6200

TIPS RFP # 220105

Required Confidential Information Status Form

CivicPlus LLC

Name of company

Amy Vikander

Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

302 4th St Ste 500	Manhattan	KS	66502	888.228.2233
Address	**City**	**State**	**ZIP**	**Phone**

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must attach a copy of all claimed confidential materials to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission**. If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and *DO NOT* desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OT TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF_____PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature_____Date _____

---------- **OR** ----------

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature Amy Vikander Date: 2022.02.16 10:39:49 -06'00' Date 02/16/2022

CIVICENGAGE®

CivicEngage

Inform Easier. Empower Better. Evolve Faster.

CivicEngage is an easy-to-use suite of citizen engagement tools that enables local governments to communicate with their citizens without the need of technical knowledge or programming skills through its drag-and-drop user interface. CivicEngage websites are 100% responsive and viewable on any size device.

INFORM

Streamline the process so your municipality can easily communicate information to citizens. Quickly deliver time-sensitive news. Document once, share everywhere.

EMPOWER

Utilize easy-to-use tools for your entire staff to contribute to your web presence. Provide easy pointers to contact information and resources. Shorten the line-ups by facilitating more transactions online.

EVOLVE

Future-proof your web presence to meet the emerging needs of their citizens. Invite citizens to go online. Keep your website up-to-date. Leverage advanced features to encourage connections online.



- Accessibility & Compliance – We provide highly compliant websites based on Web Content Accessibility Guidelines (WCAG) 2.0 A and AA, which surpasses Section 508.
- Hosting, Security, and Disaster Recovery – Our certified infrastructure team has the expertise and experience to protect your municipal government website.
- Tools and modules made just for local government: Agenda Center, Alert Center, Calendar, Citizen Request Tracker, Forms Center, Send eCommunication, Custom Mobile App, and more!

CIVICHR®

CivicHR Human Resources Management System

Think of everything you do to recruit and hire a new employee. The paperwork. Multiple job board postings. Spreadsheets. Now, think of an online system that simplifies the HR processes associated with hiring and employee engagement. Automated processes that will:

- Increase the quality and performance of employees
- Reduce administrative costs associated with HR processes
- Ensure the compliance of HR practices



The CivicHR family of solutions include:

- **Applicant Tracking** is a web-based recruiting and hiring platform. All the tools needed to easily manage job descriptions, publish open positions, accept online applications, and screen candidates.
- **Employee Onboarding** is a web-based onboarding platform. All the tools needed to easily create, distribute, and collect necessary employee forms, as well as distribute surveys, setup employee resources, and manage training plans.
- **Performance Management** is a web-based performance evaluation platform. All the tools needed to complete employee performance evaluations, track skill development, provide feedback, and measure staff engagement.

CIVICREC®

CivicRec Recreation Management System

Facilitate Easier. Manage Better. Participate Faster.

CivicRec is a hosted, web-based application specifically designed to meet the needs of recreation and park districts and municipal recreation departments. Our system is a Software as a Service (SaaS) solution that is ready to go off-the-shelf.



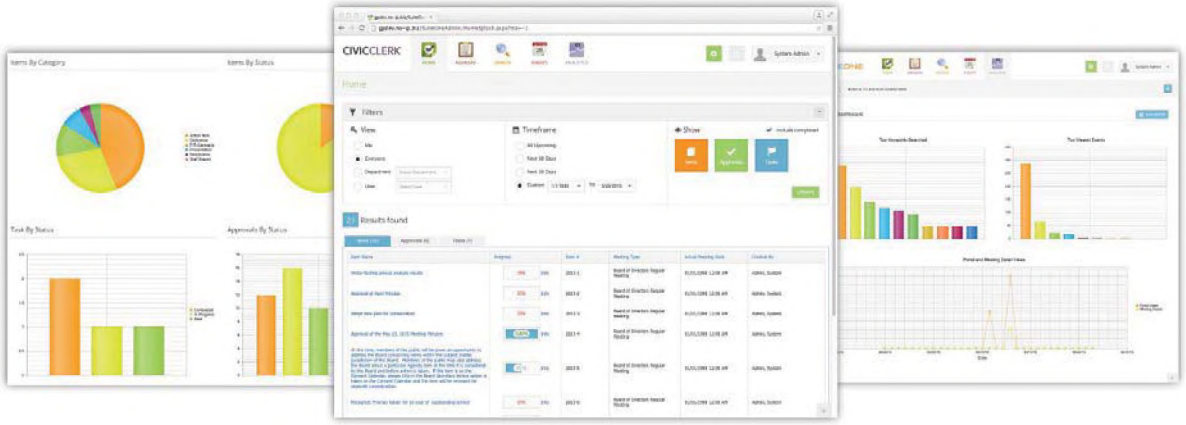
- Activity Registration – Ask prompts at checkout, have waivers confirmed, present forms to your registrants, process credit cards, and more. Makes activity registration easy.
- League Management – Organize and manage leagues year-round. Registrations can be done by team or individuals. Schedule for regular season and tournaments.
- Ticketing – Create, sell, and scan tickets for events.
- Facility Management – Take facility rentals and requests online or in office. Use the simple click and reserve interface to complete your bookings quickly.
- Membership Management – Sell memberships in house or online, print membership cards or use pre-printed dongles, and quickly check people in and out of the facility.
- Point of Sale – An enterprise level system built right in. Process a registration, book a facility, or sell merchandise in the POS screen from anywhere in the system.
- Reporting – Advanced access, control, and customization of reports. Print, export, e-mail, save, and automate from within the system.
- And more!

CIVICCLERK®

CivicClerk Agenda Management System

Effortless Meeting and Agenda Management

A manual, agenda process typically requires significant time and effort, including creating the agenda items, getting items approved, organizing all of the supporting documents, creating the agenda, and building the agenda packet—not to mention, converting files to PDF, publishing to your website, delivering it to the council and board members, etc.



Countless hours are spent creating the agenda and packet for every council, board, and committee meeting. CivicClerk, formerly BoardSync, simplifies the entire meeting process from start to finish while providing staff with a central location for all board and committee meeting documentation with the same simple, consistent process.

Customers choose CivicClerk for our features, ease of use, and modern design. Think about it: If you stop using a manual process and transition to a paperless agenda system that makes it more complicated, you're not saving any time. Trees are precious, but so is your time.

CivicReady Mass Notification System

The most complete communications tool for local governments, CivicReady is a cloud-based mass notification system that is designed to empower local governments to communicate routine and emergency information to citizens quickly and effectively, no matter where they are in the community.

Mass Notification System

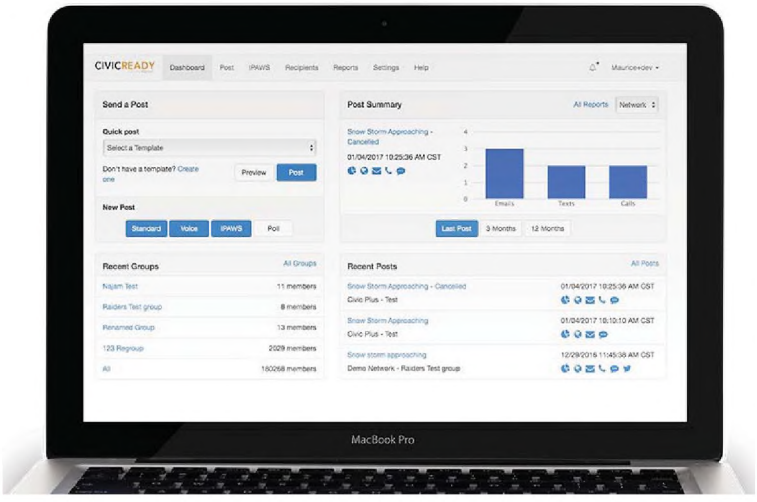
- Easy to use, consistent workflow process for all communications
- Generate a message by text, email, call, or mobile app
- Innovative integrations and features, such as two-way messaging, ESRI mapping, social media, and more
- Reliable, optimized message speeds, security, and uptime

Emergency Notifications

- Geo-targeted notifications via Environmental Systems Research Institute (ESRI)
- One-click quick launch templates
- IPAWS capabilities to send notifications to all cell phones in your area, local TV and radio broadcasts, digital road signs, and various other locations instantaneously

Routine Communication

- Rich text notifications
- One-click messaging interface
- Multimedia supported communications
- Scheduled notifications
- Unlimited notification templates
- Interdepartmental communications
- Scheduled notifications
- Both opt-in/opt-out methods of registration



Optional Tools

- Automated Weather Notifications
- IPAWS Integration
- CivicReady Mobile App
- Interactive Voice Response
- Conference Bridge Calling

Form 2 - Statement Of Conflicts Of Interest (If Any)

Conflict of Interest Disclosure Instructions

The Respondent must disclose any conflicts of interest related to the goods and/or services associated with this solicitation. A conflict-of-interest statement is required if any conflicts exist, along with a detailed plan for mitigating the conflict(s). The City reserves the sole discretion to determine whether a conflict disqualifies a firm and/or whether a conflict mitigation plan is acceptable.

If a conflict of interest exists, the Respondent must:

- Complete Form CIQ
- File the form with the City Secretary
- Include a copy of the completed Form CIQ with the proposal

If no conflict of interest exists, Form CIQ is not required. Regardless of whether a conflict exists, this Form 2 must be completed and signed.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Chapter 176, Texas Local Government Code, regarding conflict-of-interest disclosures.
2. The Respondent understands that a completed Texas Ethics Commission Form CIQ must be filed with the City Secretary's Office of the City of Brownsville, Texas, within seven (7) business days after the Respondent becomes aware of a conflict.
3. The Respondent acknowledges that the completed Form CIQ is a public record and will be made available by the City Secretary in accordance with state law.
4. The Respondent understands that failure to file a required Form CIQ is a violation of state law and may result in penalties under Texas Local Government Code §176.006 and possible disqualification from consideration for award.
5. The Respondent shall submit this acknowledgment form as part of its solicitation response and attach a copy of the completed TEC Form CIQ, if applicable.

City Secretary Contact Information

City of Brownsville – Office of the City Secretary
1001 East Elizabeth Street, Brownsville, Texas 78520
Email: citysecretary@brownsvilletx.gov
Phone: (956) 548-6000

Certification

By signing below, the Respondent certifies that they have reviewed and understand the requirements of Chapter 176, Texas Local Government Code and have determined whether a conflict of interest exists. The Respondent further certifies that, if a conflict of interest exists, a completed Conflict of Interest Questionnaire (Form CIQ) has been or will be filed with the City Secretary in accordance with state law and that a copy of the completed Form CIQ is included with this submission, if applicable. The Respondent affirms that all information provided is true and correct and that they are authorized to bind the entity.

Signature: _____

Printed Name: Amy Vikander

Title: Senior VP of Customer Success

Date: 09/21/2026

Company Name: CivicPlus, LLC

Phone: (888) 228-2233

Email: vikander@civicplus.com

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form 3 – Texas Ethics Commission Certificate of Interested Parties (Form 1295)

Purpose

This form serves as an acknowledgment of the statutory requirement for certain vendors to file a Certificate of Interested Parties (Form 1295) with the Texas Ethics Commission (TEC) before a contract can be executed with the City of Brownsville.

The requirement applies to any contract that:

- Must be approved by the City Commission or executed by a City official before becoming effective, or
- Otherwise meets the criteria established by the Texas Ethics Commission under Texas Government Code §2252.908 and 1 Texas Administrative Code Chapter 46.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46.
2. When applicable, the Respondent shall complete and file Form 1295 electronically at https://www.ethics.state.tx.us/filinginfo/1295/ to obtain a Certificate Number issued by the TEC.
3. The Respondent shall print and provide a PDF copy to the City of Brownsville Procurement Department **after** notice of intent to award but prior to contract execution.
4. The Respondent understands that the City may not execute a contract until a completed and verified Form 1295 is received.
5. The Respondent acknowledges that the Certificate of Interested Parties will be made publicly accessible on the TEC's website in accordance with state law.

Certification

By signing below, the undersigned Respondent certifies that they have read and understood the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46 and that a completed Form 1295 will be filed and provided to the City prior to contract execution, if applicable.

The Respondent further understands that the Form 1295 itself must be signed in accordance with TEC requirements.

Signature: _____

Printed Name: Amy Vikander

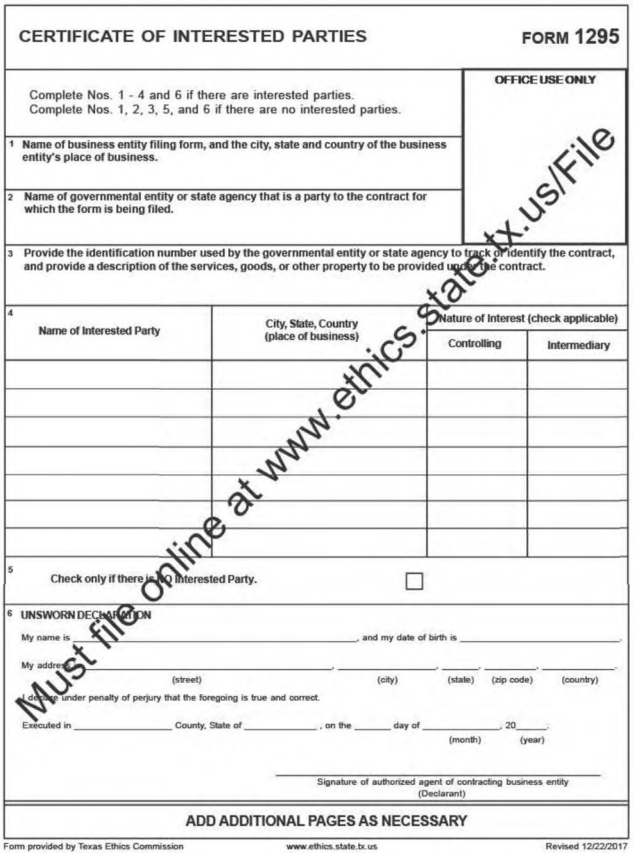
Title: Senior VP of Customer Success

Date: 09/21/2026

Company Name: CivicPlus, LLC

Phone: (888) 228-2233

Email: vikander@civicplus.com



CERTIFICATE OF INTERESTED PARTIES — FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1519208

Date Filed:
09/22/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CivicPlus, LLC
Manhattan, KS United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Brownsville, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

005-27-CMO-CP
CivicClerk Agenda and Meeting Management Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Amy Vikander, and my date of birth is 07/28/1979.

My address is 302 S 4th St. STE 500, Manhattan (city), KS (state), 66502 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Riley County, State of Kansas, on the 22nd day of September (month), 20 26 (year).

Amy D Vikander

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1519208

Date Filed:
09/22/2026

Date Acknowledged:
09/29/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CivicPlus, LLC
Manhattan, KS United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Brownsville, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

005-27-CMO-CP
CivicClerk Agenda and Meeting Management Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

PROCUREMENT ANALYSIS

Date: Monday, October 5, 2026
To: Mr. John Cowen Jr., City Mayor
From: Mr. Alan Guard, City Manager
CC: Mr. Damian Espinoza, Procurement Director
Ms. Mayra Rios, City Secretary

Agenda Title:
Agenda Item for the City Commission meeting of Tuesday, October 20, 2026.
"Consideration and Action to Authorize a Contract with CivicPlus, LLC, in the amount of $345,556.93, under TIPS Contract #220105, for a five-year term, for Agenda and Meeting Management, CivicPlus Media, and DocAccess services for the Office of the City Secretary."

Executive Summary:
- Department: Office of the City Secretary
- Exemption Type: Cooperative Purchase Exemption
- Contract Number: 005-27-CMO-CP
- Vendor: CivicPlus, LLC
- Contract Amount: $345,556.93
- Term: 5 years, from October 1, 2026 through September 30, 2031

Background:
The Office of the City Secretary requires agenda and meeting management, media, and document accessibility services to support City meeting and records operations. CivicPlus provides these services through its Agenda and Meeting Management, CivicPlus Media, and DocAccess platforms.

Exemption Justification:
Authorized use of contracts competitively solicited and awarded by another governmental entity or cooperative organization in compliance with Texas Local Government Code §271.102.

Procurement has verified that this contract falls under Cooperative TIPS Contract #220105

Vendor Information:
CivicPlus, LLC
302 South 4th St., Suite 500, Manhattan, KS 66502
Point of Contact: Maggie Cooney
Email: maggie.cooney@civicplus.com

Exhibits & Supporting Documents:
- Exhibit A – Statement of Work Q-152648-1
- Exhibit B – Cooperative TIPS Contract #220105
- Exhibit C – Form 2 - Statement of Conflict of Interest
- Exhibit D – Form 3 - Texas Ethics Commission Certificate of Interested Parties (1295)

Recommendation:
The Procurement Department recommends that the City Commission authorize a contract with CivicPlus, LLC, in the total amount of $345,556.93, under TIPS Contract #220105, for a five-year term, for Agenda and Meeting Management, CivicPlus Media, and DocAccess services for the Office of the City Secretary.

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work
Quote #: Q-152648-1
CivicPlus Pricing Approval Date: 9/17/2026 1:28 PM
Expires On: 11/2/2026

Client:
City of Brownsville, TX

Bill To:
BROWNSVILLE CITY, TEXAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Maggie Cooney		maggie.cooney@civicplus.com		Net 30

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	12 Month Value
1.00	Agenda and Meeting Management- Premium Annual Fee Renewal	Agenda and Meeting Management- Premium Annual Fee: Number of Boards (Max) 7	5	USD 9,166.26
1.00	AMM Select: Live Meeting Manager Annual Fee	AMM Select: Live Meeting Manager Annual Fee	5	USD 2,992.50
1.00	CivicPlus Media: Annual Fee	CivicPlus Media Annual Fee: Unlimited storage, unlimited users, up to 3 concurrent streams	5	USD 9,875.25
1.00	DocAccess Renewal	DocAccess is a document accessibility platform that scans, converts, and monitors PDF documents on websites to support ADA and Section 508 compliance efforts for users with disabilities.	5	USD 40,503.09

Initial Term	10/1/2026 - 9/30/2031, Renewal Term 10/1 each calendar year
Initial Term Invoice Schedule	Year One Annual Total invoiced upon the signature date of this Agreement, subject to proration if the term begins at signing. Subsequent Annual Totals invoiced every 12 months starting at Renewal Term.

	Annual Subscription	One Time Fees	Annual Total
Year One	USD 62,537.10	USD 0.00	USD 62,537.10
Year Two	USD 65,663.95		USD 65,663.95
Year Three	USD 68,947.15		USD 68,947.15
Year Four	USD 72,394.50		USD 72,394.50
Year Five	USD 76,014.23		USD 76,014.23
Subtotal			USD 345,556.93
Annual Recurring Services Starting Year 6			USD 79,814.94
Renewal Procedure		Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date	
Annual Uplift		5% to be applied in year 2	

If the customer has subscribed to the DocAccess services, which is evidenced by the DocAccess line item shown above, the covered domains for the service shall be limited to:
https://tx-brownsville.civicplus.com/
https://brownsvilletx.portal.civicclerk.com/

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"), and the Interlocal Purchasing System Contract # 220105 ("TIPS Contract # 220105"), being associated with this Agreement guarantees that the Client is receiving a minimum discount of 5%. By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-152648-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
By (please sign):	By (please sign):
Printed Name:	Printed Name: Amy Vikander
Title:	Title: Senior VP of Customer Success
Date:	Date: 09/29/2026

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

TIPS VENDOR AGREEMENT

Between CivicPlus, LLC **and**
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 220105 Technology Solutions, Products and Services

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight
All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions
All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support
The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements
Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status
Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements
No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.

- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals
The Agreement with TIPS is for approximately five (5) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base five-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that

Award Notifications are anticipated as published in the Solicitation.

Example: If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 the end date of the resulting initial "five-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2025 in this example.

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus five years.

Example: If the original term is approximately five years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original five-year term shall be May 31, 2025 in this example.

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2026 in this example.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

TIPS reserves the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity
The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax
By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous
The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation
If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only
TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures
Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.

- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public

and existing structures from injury or damage.

Smoking
Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing
Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements
The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause
All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations
It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights
Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by

TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or

in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement
TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement
Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements
If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation
The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES
THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS
Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the

TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	$1,000,000 each Occurrence/ Aggregate
Automobile Liability	$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation**: All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS**: If Vendor is hosting a custom TIPS website, updated pricing when

effective. TIPS shall be notified when prices change in accordance with the award.

- **Back Ordered Products**: If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 220105 Technology Solutions, Products and Services

Company Name CivicPlus LLC

Address 302 4th Street Ste 500

City Manhattan State KS Zip 66502

Phone 888.228.2233 Fax 785.587.8951

Email of Authorized Representative avikander@civicplus.com

Name of Authorized Representative Amy Vikander

Title Senior Vice President of Customer Success

Signature of Authorized Representative Amy Vikander

Date 02/16/2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature David Wayne Fitts

Approved by ESC Region 8 David Wayne Fitts

Date 5-23-2022

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



220105 Addendum 1

CivicPlus LLC

CivicPlus, LLC

Supplier Response

Event Information

Number: 220105 Addendum 1
Title: Technology Solutions, Products and Services
Type: Request for Proposal
Issue Date: 1/6/2022
Deadline: 2/18/2022 03:00 PM (CT)
Notes: **IF YOU ALREADY HOLD TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES ("200105") OR 210101 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES ("210101"), YOU DO NOT NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU WISH TO REPLACE 200105 OR 210101 AT THIS TIME. IF YOU HOLD 200105 OR 210101, CHOOSE TO RESPOND HEREIN, AND ARE AWARDED ON THIS CONTRACT, YOUR 200105 OR 2101101 WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.**

IF YOU HOLD ANY OF THE FOLLOWING TIPS CONTRACTS AND YOU DO *NOT* HOLD 200105 OR 2101101, PER TIPS PRIOR NOTIFICATION, YOU MUST RESPOND TO THIS SOLICITATION BECAUSE YOUR SPECIFIC CONTRACT IS BEING CONSOLIDATED INTO OR REPLACED BY THIS CONTRACT.

- **TIPS 190103 Web and Cloud Computing Services**
- **TIPS 181203 Management Software and Services**
- **TIPS 181204 Notification Systems**

TIPS RESERVES THE RIGHT TO ISSUE, REBID, OR CANCEL ANY PLANNED SOLICITATIONS AT ANY TIME AS NECESSARY FOR THE NEEDS OF TIPS, TIPS VENDORS, AND TIPS MEMBERS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

CivicPlus LLC Information

Address: 302 S 4th Street
Suite 500
Manhattan, KS 65202
Phone: (888) 228-2233

By submitting your response, you certify that you are authorized to represent and bind your company.

Kyle Karpowicz
Signature

Karpowicz@civicplus.com
Email

Submitted at 2/17/2022 9:06:37 AM

Requested Attachments

Agreement Signature Form

220105 Agreement Signature Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

220105 Pricing Form 2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Reference Form

220105 Reference_Form.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at https://www.tips-usa.com/assets/documents/docs/CIQ.pdf.

Proposed Goods and Services

Product_Suite_Pages_12-2021.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement

220105 Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1

220105 Pricing Form 1.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

No response

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the “Response Attachment” tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, “disclosure Form to Report Lobbying,” in the Response attachments section.

Confidentiality Claim Form

220105 CONFIDENTIALITY CLAIM FORM Signed.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form

CivicPlus W9 - 2022- HQ - Signed.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Bid Attributes

1	**Yes - No** Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the ”Response Attachments” D/M/WBE CERTIFICATES section. NO

2	**Yes - No** Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/. Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. No
3	**Yes - No** The Vendor can provide services and/or products to all 50 US States? Yes
4	**States Served:** If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) *No response*
5	**Company and/or Product Description:** This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) IT services, software-as-a-service and hosting solutions for local government.
6	**Primary Contact Name** Primary Contact Name Kyle Karpowicz
7	**Primary Contact Title** Primary Contact Title Contract Specialist
8	**Primary Contact Email** Primary Contact Email karpowicz@civicplus.com
9	**Primary Contact Phone** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 7853234733
10	**Primary Contact Fax** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 *No response*
11	**Primary Contact Mobile** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 *No response*

12 **Secondary Contact Name**

Secondary Contact Name

Philip Devine

13 **Secondary Contact Title**

Secondary Contact Title

Associate General Counsel

14 **Secondary Contact Email**

Secondary Contact Email

devine@civicplus.com

15 **Secondary Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

8882282233

16 **Secondary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

17 **Secondary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

18 **Admin Fee Contact Name**

Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.

Lisa Houston

19 **Admin Fee Contact Email**

Admin Fee Contact Email

accounting@civicplus.com

20 **Admin Fee Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

7853234718

21 **Purchase Order Contact Name**

Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.

Kyle Karpowicz

22 **Purchase Order Contact Email**

Purchase Order Contact Email

karpowicz@civicplus.com

23 **Purchase Order Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

7853234733

24 **Company Website**

Company Website (Format - www.company.com)

http://www.civicplus.com

25 **Entity D/B/A's and Assumed Names**

Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award.

No response

26 **Primary Address**

Primary Address

302 S. 4th Street STE 500

27 **Primary Address City**

Primary Address City

Manhattan

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

Kansas

29 **Primary Address Zip**

Primary Address Zip

66502

30 **Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

software, saas, software as a service, website, hosting, agenda management, recreation management, hr management, emergency management

31 **Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

Yes

32 **Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

No

33 **Company Residence (City)**

Vendor's principal place of business is in the city of?

Manhattan

34 **Company Residence (State)**

Vendor's principal place of business is in the state of?

Kansas

35 **Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a ***MINIMUM*** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS ***MINIMUM*** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the ***MINIMUM*** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

5%

36 **MINIMUM Discount Term**

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

YES

37 **Yes - No**

If awarded on this TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, their then current catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

A. is regularly maintained by the manufacturer or Vendor of an item; and
B. is either published or otherwise available for inspection by a customer during the purchase process;
C. to which the minimum discount proposed by the proposing Vendor may be applied.

YES

38 **TIPS Administration Fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

39 **Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

Agreed

40 **TIPS Administration Fee Paid by Vendor - Not Charged to Customer**

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing with this proposal which includes and accounts for the TIPS Administration Fee and ***shall never*** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

41 **Additional Discounts?**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

Yes

42 **Years in Business as Proposing Company**

Years in business as proposing company?

24

43 **Resellers:**

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

No

44 **Right of Refusal**

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

45 **NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;

2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:

3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;

4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

46 **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

No

47 **Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

No response

48	**Regulatory Standing** I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Yes

49	**Regulatory Standing** Regulatory Standing explanation of no answer on previous question. *No response*

50	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** By submission of this bid or proposal, the Bidder certifies that: I affirm under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below; (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

51 Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

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

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

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

52 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

53 **Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3)
email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

☑ Yes, I certify (Yes)

54 **2 CFR PART 200 Contract Provisions Explanation**

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

55

2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

56

2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess
of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and
TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor
would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

57

2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of
an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes

58

2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

Yes

59

2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

Yes

60

2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with
maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Yes

61

2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

Yes

62

2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

Yes

63

2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

Yes

64

2 CFR PART 200 Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor Agree?

Yes

65

FEMA Fund Certifications

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

66

Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor agree?

Yes

67 **Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

I HAVE NOT Lobbied per above

68 **If you answered "I HAVE lobbied" to the above Attribute Question**

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

69 **Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

NO

70 **ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,
do you agree to comply with the following federal requirements?
Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

No response

71 **Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from
indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as
ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for
any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently
performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on
behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in
the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to
indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated
damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified
with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree
to these terms?

☑ Yes, I Agree (Yes)

72 **Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue
and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution
of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived
under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any
issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a
prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee
equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and
will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if
signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

Yes, I Agree

73 **Remedies Explanation of No Answer**

No response

74 **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

Agreed

75 **Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

Agreed

76 **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

77 **Infringement(s) Explanation of No Answer**

No response

78 **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

☑ Yes, I Agree (Yes)

79 **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

☑ Yes, I Agree (Yes)

80	**Insurance and Fingerprint Requirements Information** Insurance If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance. Fingerprint It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: http://www.statutes.legis.state.tx.us/ If the vendor has staff that meet both of these criterion: (1) will have continuing duties related to the contracted services; and (2) has or will have direct contact with students Then you have "covered" employees for purposes of completing the attached form. TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474. See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

81

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

82 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

83 **Texas Government Code 2270 & 2271 Verification Form**

Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

I swear and affirm that the above is true and correct.

YES

84 **Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

85 **Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

86 **Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

87 **Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

Yes

88 **Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

89 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

90 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)

2. The named person's role in the firm, and

3. Details of Conviction(s).

No response

91 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form
This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.
Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

92 **Member Access to Vendor Proposal**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

93 **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

94 **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

Agreed

95 **Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities.
Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

Agreed

96	**Indemnity Limitation with TIPS Members** Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ". **Agreement is a required condition to award of a contract resulting from this Solicitation.** Agreed
97	**Arbitration Clauses** Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS? Agreed
98	**Required Vendor Sales Reporting** By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.
99	**Upload of Current W-9 Required** Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.
100	**CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)** **By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:** If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." *See* Tex. Gov't Code § 809.001(1).

101 CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. *See* Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." *See* Tex. Gov't Code § 2274.001(3) of SB 19.

102 CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." *See* Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

103 Acknowledgement

By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

ADDENDUM NO. 1 TIPS 220105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES

This Addendum #1 ***does not*** require action from responding Vendors and ***does not*** require resubmission for Vendors who have already submitted. It is only to correct a misstatement originally included in Page 7 of the solicitation attachment entitled "220105 RFP Specifications." The original Page 7 of the solicitation attachment entitled "220105 RFP Specifications" mistakenly stated at the top of the page that, "This solicitation is seeking providers for: Safety Equipment, Supplies and Services." This Addendum No. 1 corrects it to properly state, "This solicitation is seeking providers for: Technology Solutions, Products and Services."

TIPS RFP 220105 Technology Solutions,
Products and Services

REFERENCES

Please provide three (3) references from three different entities, preferably from school districts or other governmental entities who have the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

Verify your references emails are deliverable and that they agree to provide a reference. Failure to do this may

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Lebanon, TN	Jon Allison	jon.allison@lebanontn.org	(615) 308-8526
Baldwin City, KS	Laura Hartman	lhartman@baldwincity.org	(785) 594-6427
Richfield, WI	Jennifer Keller	asc@richfieldwi.gov	(262) 628-2260 ext 113
Louisburg, KS	Jean Carder	jcarder@louisburgkansas.gov	(913) 837-5371 x9
Canadian County, OK	Becky Julian	julianb@canadiancounty.org	(405) 295-6200

TIPS RFP # 220105

Required Confidential Information Status Form

CivicPlus LLC

Name of company

Amy Vikander

Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

302 4th St Ste 500	Manhattan	KS	66502	888.228.2233
Address	**City**	**State**	**ZIP**	**Phone**

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must attach a copy of all claimed confidential materials to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission**. If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and *DO NOT* desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OT TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF_____PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature_____Date _____

---------- **OR** ----------

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature Amy Vikander Date: 2022.02.16 10:39:49 -06'00' Date 02/16/2022

Confidentiality Claim Form Rev 10292021SR

CIVICENGAGE®

CivicEngage

Inform Easier. Empower Better. Evolve Faster.

CivicEngage is an easy-to-use suite of citizen engagement tools that enables local governments to communicate with their citizens without the need of technical knowledge or programming skills through its drag-and-drop user interface. CivicEngage websites are 100% responsive and viewable on any size device.

INFORM

Streamline the process so your municipality can easily communicate information to citizens. Quickly deliver time-sensitive news. Document once, share everywhere.

EMPOWER

Utilize easy-to-use tools for your entire staff to contribute to your web presence. Provide easy pointers to contact information and resources. Shorten the line-ups by facilitating more transactions online.

EVOLVE

Future-proof your web presence to meet the emerging needs of their citizens. Invite citizens to go online. Keep your website up-to-date. Leverage advanced features to encourage connections online.



- Accessibility & Compliance – We provide highly compliant websites based on Web Content Accessibility Guidelines (WCAG) 2.0 A and AA, which surpasses Section 508.
- Hosting, Security, and Disaster Recovery – Our certified infrastructure team has the expertise and experience to protect your municipal government website.
- Tools and modules made just for local government: Agenda Center, Alert Center, Calendar, Citizen Request Tracker, Forms Center, Send eCommunication, Custom Mobile App, and more!

CIVICHR®

CivicHR Human Resources Management System

Think of everything you do to recruit and hire a new employee. The paperwork. Multiple job board postings. Spreadsheets. Now, think of an online system that simplifies the HR processes associated with hiring and employee engagement. Automated processes that will:

- Increase the quality and performance of employees
- Reduce administrative costs associated with HR processes
- Ensure the compliance of HR practices



The CivicHR family of solutions include:

- **Applicant Tracking** is a web-based recruiting and hiring platform. All the tools needed to easily manage job descriptions, publish open positions, accept online applications, and screen candidates.
- **Employee Onboarding** is a web-based onboarding platform. All the tools needed to easily create, distribute, and collect necessary employee forms, as well as distribute surveys, setup employee resources, and manage training plans.
- **Performance Management** is a web-based performance evaluation platform. All the tools needed to complete employee performance evaluations, track skill development, provide feedback, and measure staff engagement.

CIVICREC®

CivicRec Recreation Management System

Facilitate Easier. Manage Better. Participate Faster.

CivicRec is a hosted, web-based application specifically designed to meet the needs of recreation and park districts and municipal recreation departments. Our system is a Software as a Service (SaaS) solution that is ready to go off-the-shelf.



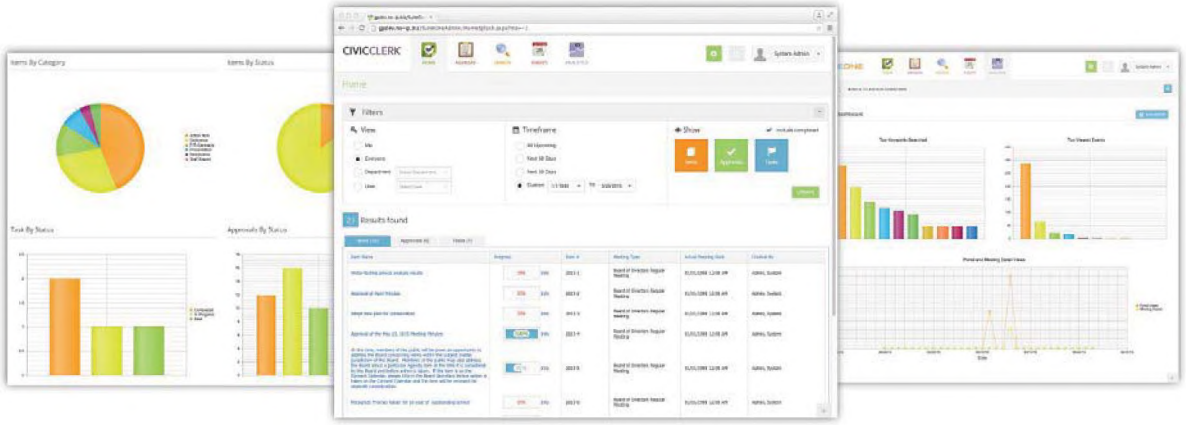
- Activity Registration – Ask prompts at checkout, have waivers confirmed, present forms to your registrants, process credit cards, and more. Makes activity registration easy.
- League Management – Organize and manage leagues year-round. Registrations can be done by team or individuals. Schedule for regular season and tournaments.
- Ticketing – Create, sell, and scan tickets for events.
- Facility Management – Take facility rentals and requests online or in office. Use the simple click and reserve interface to complete your bookings quickly.
- Membership Management – Sell memberships in house or online, print membership cards or use pre-printed dongles, and quickly check people in and out of the facility.
- Point of Sale – An enterprise level system built right in. Process a registration, book a facility, or sell merchandise in the POS screen from anywhere in the system.
- Reporting – Advanced access, control, and customization of reports. Print, export, e-mail, save, and automate from within the system.
- And more!

CIVICCLERK®

CivicClerk Agenda Management System

Effortless Meeting and Agenda Management

A manual, agenda process typically requires significant time and effort, including creating the agenda items, getting items approved, organizing all of the supporting documents, creating the agenda, and building the agenda packet—not to mention, converting files to PDF, publishing to your website, delivering it to the council and board members, etc.



Countless hours are spent creating the agenda and packet for every council, board, and committee meeting. CivicClerk, formerly BoardSync, simplifies the entire meeting process from start to finish while providing staff with a central location for all board and committee meeting documentation with the same simple, consistent process.

Customers choose CivicClerk for our features, ease of use, and modern design. Think about it: If you stop using a manual process and transition to a paperless agenda system that makes it more complicated, you're not saving any time. Trees are precious, but so is your time.

CivicReady Mass Notification System

The most complete communications tool for local governments, CivicReady is a cloud-based mass notification system that is designed to empower local governments to communicate routine and emergency information to citizens quickly and effectively, no matter where they are in the community.

Mass Notification System

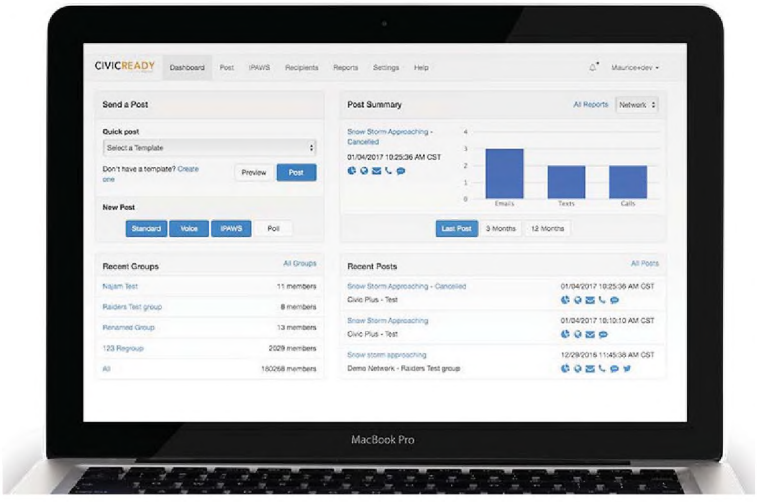
- Easy to use, consistent workflow process for all communications
- Generate a message by text, email, call, or mobile app
- Innovative integrations and features, such as two-way messaging, ESRI mapping, social media, and more
- Reliable, optimized message speeds, security, and uptime

Emergency Notifications

- Geo-targeted notifications via Environmental Systems Research Institute (ESRI)
- One-click quick launch templates
- IPAWS capabilities to send notifications to all cell phones in your area, local TV and radio broadcasts, digital road signs, and various other locations instantaneously

Routine Communication

- Rich text notifications
- One-click messaging interface
- Multimedia supported communications
- Scheduled notifications
- Unlimited notification templates
- Interdepartmental communications
- Scheduled notifications
- Both opt-in/opt-out methods of registration



Optional Tools

- Automated Weather Notifications
- IPAWS Integration
- CivicReady Mobile App
- Interactive Voice Response
- Conference Bridge Calling

Form 2 - Statement Of Conflicts Of Interest (If Any)

Conflict of Interest Disclosure Instructions

The Respondent must disclose any conflicts of interest related to the goods and/or services associated with this solicitation. A conflict-of-interest statement is required if any conflicts exist, along with a detailed plan for mitigating the conflict(s). The City reserves the sole discretion to determine whether a conflict disqualifies a firm and/or whether a conflict mitigation plan is acceptable.

If a conflict of interest exists, the Respondent must:

- Complete Form CIQ
- File the form with the City Secretary
- Include a copy of the completed Form CIQ with the proposal

If no conflict of interest exists, Form CIQ is not required. Regardless of whether a conflict exists, this Form 2 must be completed and signed.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Chapter 176, Texas Local Government Code, regarding conflict-of-interest disclosures.
2. The Respondent understands that a completed Texas Ethics Commission Form CIQ must be filed with the City Secretary's Office of the City of Brownsville, Texas, within seven (7) business days after the Respondent becomes aware of a conflict.
3. The Respondent acknowledges that the completed Form CIQ is a public record and will be made available by the City Secretary in accordance with state law.
4. The Respondent understands that failure to file a required Form CIQ is a violation of state law and may result in penalties under Texas Local Government Code §176.006 and possible disqualification from consideration for award.
5. The Respondent shall submit this acknowledgment form as part of its solicitation response and attach a copy of the completed TEC Form CIQ, if applicable.

City Secretary Contact Information

City of Brownsville – Office of the City Secretary
1001 East Elizabeth Street, Brownsville, Texas 78520
Email: citysecretary@brownsvilletx.gov
Phone: (956) 548-6000

Certification

By signing below, the Respondent certifies that they have reviewed and understand the requirements of Chapter 176, Texas Local Government Code and have determined whether a conflict of interest exists. The Respondent further certifies that, if a conflict of interest exists, a completed Conflict of Interest Questionnaire (Form CIQ) has been or will be filed with the City Secretary in accordance with state law and that a copy of the completed Form CIQ is included with this submission, if applicable. The Respondent affirms that all information provided is true and correct and that they are authorized to bind the entity.

Signature: _____

Printed Name: Amy Vikander

Title: Senior VP of Customer Success

Date: 09/21/2026

Company Name: CivicPlus, LLC

Phone: (888) 228-2233

Email: vikander@civicplus.com

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form 3 – Texas Ethics Commission Certificate of Interested Parties (Form 1295)

Purpose

This form serves as an acknowledgment of the statutory requirement for certain vendors to file a Certificate of Interested Parties (Form 1295) with the Texas Ethics Commission (TEC) before a contract can be executed with the City of Brownsville.

The requirement applies to any contract that:

- Must be approved by the City Commission or executed by a City official before becoming effective, or
- Otherwise meets the criteria established by the Texas Ethics Commission under Texas Government Code §2252.908 and 1 Texas Administrative Code Chapter 46.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46.
2. When applicable, the Respondent shall complete and file Form 1295 electronically at https://www.ethics.state.tx.us/filinginfo/1295/ to obtain a Certificate Number issued by the TEC.
3. The Respondent shall print and provide a PDF copy to the City of Brownsville Procurement Department **after** notice of intent to award but prior to contract execution.
4. The Respondent understands that the City may not execute a contract until a completed and verified Form 1295 is received.
5. The Respondent acknowledges that the Certificate of Interested Parties will be made publicly accessible on the TEC's website in accordance with state law.

Certification

By signing below, the undersigned Respondent certifies that they have read and understood the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46 and that a completed Form 1295 will be filed and provided to the City prior to contract execution, if applicable.

The Respondent further understands that the Form 1295 itself must be signed in accordance with TEC requirements.

Signature: _____

Printed Name: Amy Vikander

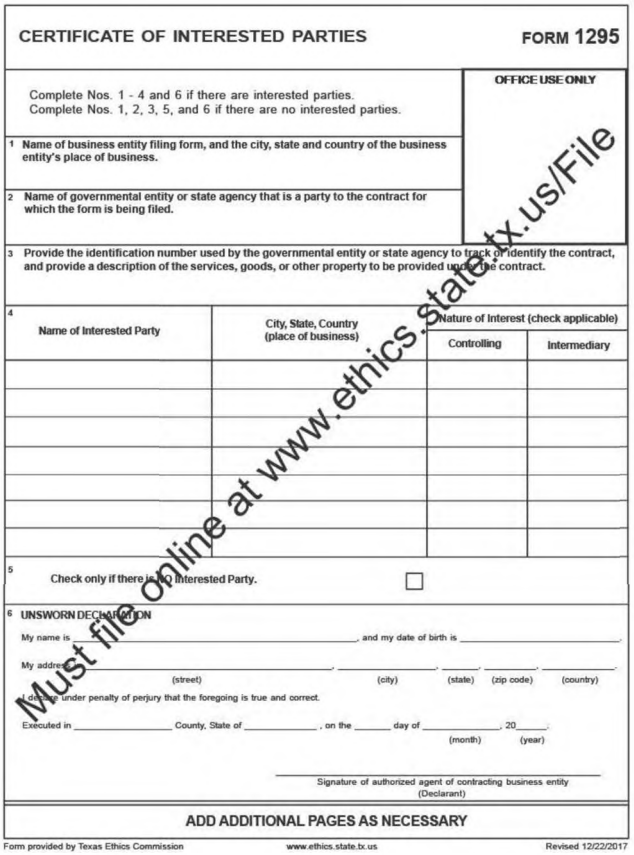
Title: Senior VP of Customer Success

Date: 09/21/2026

Company Name: CivicPlus, LLC

Phone: (888) 228-2233

Email: vikander@civicplus.com



CERTIFICATE OF INTERESTED PARTIES — FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1519208

Date Filed:
09/22/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CivicPlus, LLC
Manhattan, KS United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Brownsville, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

005-27-CMO-CP
CivicClerk Agenda and Meeting Management Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Amy Vikander, and my date of birth is 07/28/1979.

My address is 302 S 4th St. STE 500, Manhattan (city), KS (state), 66502 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Riley County, State of Kansas, on the 22nd day of September (month), 20 26 (year).

Amy D Vikander

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1519208

Date Filed:
09/22/2026

Date Acknowledged:
09/29/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

CivicPlus, LLC
Manhattan, KS United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Brownsville, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

005-27-CMO-CP
CivicClerk Agenda and Meeting Management Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Simon Ortiz, Transit Manager, Gennie Garcia, B Metro Director
Date:	Tuesday, October 20, 2026
Agenda #:	Consideration and **ACTION** to approve a renewal of the Interlocal Agreement to continue public transportation to service-limited areas in Cameron County between the City of Brownsville and Cameron County to contribute $89,538.00, as budgeted. (Brownsville Metro)

Summary:
For FY 26, Cameron County and the City of Brownsville launched a pilot project to access the southernmost rural part of Cameron County, that allowed residents the ability to transfer to other routes within the City of Brownsville and Brownsville Metro Urban Service Area. The County will contribute $89,538.00 for the one (1) year renewal period to the City for operating assistance for public transportation and rideshare/micromobility options.

Project Scope and Analysis:
For FY26, Brownsville Metro partnered with Uber, a Transportation Network and TRIPPP Consulting for Uber rides. The program was very successful, with an increase in ridership of 250% for Route 30. The service is fare free with direct drop off (Door to Door or Point to Point) with an extension of hours for service from 6am to 8pm. The intent of the service is to connect residents to the following routes: 6- Southmost, 7- Jose Colunga/East Side Transfer Station, and 9-Austin. It is projected that with Uber rides, the demand for the service will be as successful for FY27.

Funding:

Source: N/A

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends approval

Commission Pillar:
Quality of Life & Vibrancy

Attachments:
1. 2026C10521(October 06, 2026) 2-E COUNTY SIGNED (JMA_approved_10.13.2026)
2. Attachment I - Project Description TRIPPP FY 27

Cameron County Commissioners' Court Agenda Request Form

Contract No.2026C10521

No. 2-E

Date: SEPTEMBER 18, 2026 Meeting Date Request: OCTOBER 6, 2026

Deadline for Action: OCTOBER 6, 2026 Contact Person: ANTHONY LOPEZ

Department: COUNTY ADMINISTRATION Phone: 956-544-0830 Fax: 956-544-0801

Department Head Name: PETE SEPULVEDA, JR. Signature:

Caption:

[CONSENT ITEM]

CONSIDERATION AND POSSIBLE APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN CAMERON COUNTY AND CITY OF BROWNSVILLE FOR PUBLIC TRANSPORTATION (ROUTE 30) FOR FISCAL YEAR 2027. (AL – ASSISTANT COUNTY ADMINISTRATOR)

Background: *(Briefly summarize your request, if needed use separate sheet(s) or attach supporting documentation).*

PLEASE SEE ATTACHED

PLEASE FILL IN ALL BLANKS WITH REQUIRED INITIALS AND FISCAL DATA INFORMATION OR PLACE N/A IF IS NOT APPLICABLE:

County Judge N/A Auditor N/A Budget _____ Legal _____ Human Resources N/A Purchasing N/A

1295 Form _____

Fiscal Data:

Dept. Name: _____ Fund No. _____

Funds Available: Yes - No -

Funds From:

Department: Yes - No - Amt. Expended : $ 89,538

General: Yes - No - Impact on future budget: Yes - No -

Grant: Yes - No -

Comments:

Action taken by Commissioners' Court

Approved _____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____

Received by:
Alice Reyes
09/24/2026 1:44 p.m

(Attachment 1)- PROJECT DESCRIPTION

The purpose of this project is to continue to provide access to the southernmost rural part of Cameron County, to connect with the urbanized area, which will allow residents to continue the ability to transfer to other routes within the city, a service provided by Brownsville Metro.

Brownsville Metro is partnered with Uber, a Transportation Network Company and TRIPPP Consulting for Uber rides for Fiscal Year 27. This service will continue to be fare free with direct drop off (Door to Door or Point to Point) with extended hours of service from 6am to 8pm. Service will continue to provide connectivity to the following routes: 6- Southmost, 7- Jose Colunga/East Side Transfer Station, and 9- Austin.

Cost Breakdown:

Route 30 Oct 1, 2026 - September 30, 2027

FY 27 Budget	Brownsville	Cameron County	Total
FY 2026	$35,412.52	$52,215.70	$87,628.22
FY 2027	$59,692.00	$89,538.00	$149,230.00
Increase	**$24,279.48**	**$37,322.30**	**$61,601.78**

INTERLOCAL AGREEMENT

FOR FISCAL YEAR 2027

PUBLIC TRANSPORTATION TO LOW INCOME AREAS IN CAMERON COUNTY, TEXAS WITH THE FEDERAL TRANSIT ADMINISTRATION'S FEDERAL 5307 PROGRAM FUNDS

THIS INTERLOCAL AGREEMENT ('Agreement') is made by and between the City of Brownsville ('City') and Cameron County Texas ('County') pursuant to the Texas Interlocal Cooperation Act, Government Code Chapter 791. City and County will be collectively referred to as the 'Parties' or individually referred to as a 'Party.'

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions or services; and

WHEREAS, the City of Brownsville is a municipal corporation and a local government as defined in V.T.C.A., Government Code Section 791.003(4)(A); and

WHEREAS, the County of Cameron is a political subdivision of the State of Texas and a local government as defined in V.T.C.A., Government Code Section 791.003(4); and

WHEREAS, the City and the County both have the authority to perform transportation management activities within their respective jurisdictional areas; and

WHEREAS, the City and the County have determined that is in the best interest and general welfare of the City and the County and its citizens that Public Transportation to low-income areas in the County be provided; and

WHEREAS, the City general funds and the Federal Transit Administration's 5307 operating grant funds the City to develop, promote or support transportation to work and work-related services for low-income residents; and

WHEREAS, the City has used federal grant funds and general funds to provide public transportation services to Cameron County low-income residents through partnerships with the County; and

WHEREAS, the Parties wish to enter into this Agreement to establish the structure and allocation of responsibilities for the creation, funding and operation of public transportation in the designated area.

NOW,THEREFORE, in consideration of the premises and mutual covenants herein contained, the Parties agree as follows:

I. AGREEMENT TIME PERIOD

This Agreement becomes effective on **October 1, 2026**.This Agreement shall remain in effect until **September 30, 2027,** unless terminated or otherwise modified in an Amendment. Any cost incurred before or after the period covered by this Agreement shall be ineligible for reimbursement.

II. ENGAGEMENT AND DUTIES

The City shall commence, carry out, and complete the public transportation project described in the project description attached to this agreement (See Attachment 1- Project Description). The County shall contribute funding for operating assistance to the City within (30) days after this Agreement is fully executed by both parties.

III. COMPENSATION

The County will contribute **$89,538** for the one (1) year period to the City for operating assistance as specified in Section II. It is specifically understood and agreed that will be necessary for the City and the County to review and periodically adjust the level of financial commitment required by the County based on actual costs to provide the proposed service and future adjustments to the eligible low-income areas. The funds will be paid from Cameron County's current revenues.

IV. TERMINATION

This Agreement may be terminated at any time by the mutual agreement of the parties set forth in writing and signed by the parties or terminated by either party within ninety (90) days' notice, in writing, to the other party. Any costs incurred up to the date of termination shall be paid for as agreed herein.

V. ENTIRE AGREEMENT

The Agreement and its attachments contain the entire agreement between the Parties relating to the rights herein granted and obligations herein assured. Any oral representations or modifications concerning this instrument shall be of no force or effect except a subsequent modification in writing, signed by the party to be changed. This Agreement supersedes any and all prior agreements regarding this subject which may have previously been made.

VI. BREACH OF OBLIGATION

The failure to perform any of the material obligations of this AGREEMENT shall constitute a breach, which may result in termination. Any party claiming that a material condition has been breached shall have the right to terminate this Agreement.

VII. LAW COVERING

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

VIII. VENUE

The obligations and undertakings of each of the parties to this Agreement shall be performable in Cameron County, Texas.

IX. AUTHORITY

The City hereby certifies that it is authorized to enter this Agreement, and the City Commission has authorized the execution of the same by its City Manager. The County hereby certifies that it is authorized to enter into this Agreement and that its Commissioners County has authorized the execution of the same by the County Judge.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective governing bodies, has signed the present Memorandum of Understanding in duplicate counterparts.

******INTENTIONALLY LEFT BLANK******

SIGNATURE PAGE FOLLOWS

CITY OF BROWNSVILLE

John Cowen, Mayor

Date:

Attested by:

Mayra Rios, City Secretary

APPROVED AS TO FORM
AND LEGALITY:

10.13.2026

Jennifer M. Avendaño
First Assistant City Attorney

CAMERON COUNTY

Eddie Treviño, County Judge

Date: 10/06/2026

Attested by:

Sylvia Garza-Pérez, County Clerk

COMMISSIONER'S COURT CAMERON COUNTY, TEXAS

(Attachment 1)- PROJECT DESCRIPTION

The purpose of this project is to continue to provide access to the southernmost rural part of Cameron County, to connect with the urbanized area, which will allow residents to continue the ability to transfer to other routes within the city, a service provided by Brownsville Metro.

Brownsville Metro is partnered with Uber, a Transportation Network Company and TRIPPP Consulting for Uber rides for Fiscal Year 27. This service will continue to be fare free with direct drop off (Door to Door or Point to Point) with extended hours of service from 6am to 8pm. Service will continue to provide connectivity to the following routes: 6- Southmost, 7- Jose Colunga/East Side Transfer Station, and 9- Austin.

Cost Breakdown:

Route 30 Oct 1, 2026 - September 30, 2027			
FY 27 Budget	**Brownsville**	**Cameron County**	**Total**
FY 2026	$35,412.52	$52,215.70	$87,628.22
FY 2027	$59,692.00	$89,538.00	$149,230.00
Increase	**$24,279.48**	**$37,322.30**	**$61,601.78**

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	James McCoy, IT Director
Date:	Tuesday, October 20, 2026
Agenda #:	Consideration and **ACTION** to approve SHI Government Solutions, Inc. Quote #27960114 for ServiceNow licenses and modules through DIR Contract No. DIR-CPO-5687, for an initial one-year term with one optional one-year renewal, at $130,903.10 per year and a total amount not to exceed $261,806.20. (Information Technology Department)

Summary:
ServiceNow is a leading cloud-based platform that provides digital workflows to streamline IT and public sector service management (ITSM), operations, and support. It enables organizations to automate routine tasks, improve service delivery, and enhance user satisfaction through a centralized, intelligent system.

Impact on the City of Brownsville

Implementing SerivceNow will:

- Modernize IT operations by replacing outdated systems with a unified platform.
- Improve service response times for city departments and residents.
- Enhance transparency and accountability through real-time tracking and reporting.
- Support future scalability as the city's digital needs grow.

This investment aligns with our broader IT infrastructure modernization strategy and will significantly improve operational efficiency across departments.

Project Scope and Analysis:
The Information Technology Department requests approval of SHI Government Solutions, Inc. Quote #27960114 for the continued use of ServiceNow, including updated licensing and additional modules to support IT service management, operations, and service delivery.

The City previously approved a three-year ServiceNow agreement. With the first year completed, IT proposes replacing the remaining two years with a new agreement reflecting the

updated scope, pricing, and DIR Contract No. DIR-CPO-5687. The proposal includes an initial one-year term at $130,903.10 and one optional one-year renewal at the same price, for a total potential cost of $261,806.20.

ServiceNow supports centralized workflows, service request tracking, reporting, and automation to improve service delivery across City departments.
This request seeks approval of the quote. The associated agreement will be prepared for City Attorney approval before execution by the City Manager and will address replacement of the existing agreement's remaining term. The optional renewal will remain subject to available funding and the City's decision to exercise it.

Funding:

Source: 702-241-776

Amount: $130,903.10

Local Contribution if Applicable:

Recommendation:
The Information Technology Department recommends approval of SHI Government Solutions, Inc. Quote #27960114 for an initial one-year term with one optional one-year renewal, at $130,903.10 per year, for a total amount not to exceed $261,806.20; and authorization for the City Manager to approve and execute the associated agreement, subject to City Attorney approval, and exercise the optional renewal subject to available funding.

Commission Pillar:
Quality of Life & Vibrancy, Infrastructure, Governance

Attachments:
1. SHI Quote-27960114
2. DIR-CPO-5687 Contract

Pricing Proposal
Quotation #: 27960114
Created On: 9/10/2026
Valid Until: 10/27/2026

TX-City of Brownsville

Jorge Cardenas
1150 E. Adams St.
1st Floor
MIS Dept.
Brownsville, Texas 78520
United States
Phone: (956) 548-6031
Email: Jorge.cardenas@brownsvilletx.gov

Inside Account Manager-Public Sector

Bianca Lee
3828 Pecana Trail
Austin, TX 78749
Phone: 800-527--6389
Email: bianca_lee@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	ServiceNow Business Stakeholder User v4 (Priced Monthly 1 Year Term) ServiceNow - Part#: PROD17800 Contract Name: COTS (Carahsoft) Contract #: DIR-CPO-5687 Coverage Term: 10/30/2026 - 10/29/2027 **Note:** Year 1	25	$414.91	$10,372.75
2	GenAI Local Data Processing ServiceNow - Part#: PROD24352 Contract Name: COTS (Carahsoft) Contract #: DIR-CPO-5687 Coverage Term: 10/30/2026 - 10/29/2027 **Note:** Year 1	1	$0.00	$0.00
3	Integration Hub Starter v4 - Transactions (Monthly) ServiceNow - Part#: PROD22417 Contract Name: COTS (Carahsoft) Contract #: DIR-CPO-5687 Coverage Term: 10/30/2026 - 10/29/2027 **Note:** Year 1	1	$0.00	$0.00
4	IT Operations Management Visibility v2 - Subscription Unit ServiceNow - Part#: PROD14997 Contract Name: COTS (Carahsoft) Contract #: DIR-CPO-5687 Coverage Term: 10/30/2026 - 10/29/2027 **Note:** Year 1	200	$142.19	$28,438.00

5	Public Sector Digital Services Advanced - Fulfiller User ServiceNow - Part#: PROD28726-1234 Contract Name: COTS (Carahsoft) Contract #: DIR-CPO-5687 Coverage Term: 10/30/2026 - 10/29/2027 **Note:** Year 1	35	$2,631.21	$92,092.35
			Total	$130,903.10

Additional Optional Items

ServiceNow Business Stakeholder User v4 (Priced Monthly 1 Year Term) ServiceNow - Part#: PROD17800 Contract Name: COTS (Carahsoft) Contract #: DIR-CPO-5687 Coverage Term: 10/30/2027 - 10/29/2028 **Note:** Optional Year 2	25	$414.91	$10,372.75
GenAI Local Data Processing ServiceNow - Part#: PROD24352 Contract Name: COTS (Carahsoft) Contract #: DIR-CPO-5687 Coverage Term: 10/30/2027 - 10/29/2028 **Note:** Optional Year 2	1	$0.00	$0.00
Integration Hub Starter v4 - Transactions (Monthly) ServiceNow - Part#: PROD22417 Contract Name: COTS (Carahsoft) Contract #: DIR-CPO-5687 Coverage Term: 10/30/2027 - 10/29/2028 **Note:** Optional Year 2	1	$0.00	$0.00
IT Operations Management Visibility v2 - Subscription Unit ServiceNow - Part#: PROD14997 Contract Name: COTS (Carahsoft) Contract #: DIR-CPO-5687 Coverage Term: 10/30/2027 - 10/29/2028 **Note:** Optional Year 2	200	$142.19	$28,438.00
Public Sector Digital Services Advanced - Fulfiller User ServiceNow - Part#: PROD28726-1234 Contract Name: COTS (Carahsoft) Contract #: DIR-CPO-5687 Coverage Term: 10/30/2027 - 10/29/2028 **Note:** Optional Year 2	35	$2,631.21	$92,092.35

Additional Comments

This quote abides by the terms and conditions on Additional Terms for 27960114.docx

SHI Quote # and Invoicing Schedule must be listed on PO in order to process:

By purchasing year 1, customer commits to the following schedule:

Year 1 payment: $130,903.10 due Year 1

Year 2 payment: $130,903.10 - Option Year 2 (not required)

In order to avoid order delays, please ensure to include a reference to SHI's quote # on your purchase order.

Please send your Purchase Orders to SouthTexasGOV@SHI.com .

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

STATE OF TEXAS

DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCT, SERVICES, AND RELATED SERVICES

Carahsoft Technology Corporation

1 INTRODUCTION

1.1 Parties

This contract for Software, Commercial Off-the-Shelf (COTS) and Related Services (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Carahsoft Technology Corporation a Midland For-Profit Corporation (hereinafter "Successful Respondent"), with its principal place of business at 11493 Sunset Hills Road, Suite 100 Reston, Virginia 20190.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-570, on February 2, 2023, for Software, Commercial Off-the-Shelf (COTS) and Related Services (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-570, shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

A. For transactions under this Contract, the order of precedence shall be as follows:
   1. this Contract;
   2. Appendix A, Standard Terms and Conditions;
   3. Appendix B, Successful Respondent's Historically Underutilized Businesses Subcontracting Plan;
   4. Appendix C, Pricing Index;
   5. Exhibit 1, RFO DIR-CPO-TMP-570, including all Addenda; and
   6. Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-570, including all Addenda.

B. Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in **Appendix A, Standard Terms and Conditions**.

2 TERM OF CONTRACT

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and two (2) optional one-year renewals (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 OPTION TO EXTEND

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contact following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to the Successful Respondent.

4 PRODUCT AND SERVICE OFFERINGS

Products and services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-570 for Software, Commercial Off-the-Shelf (COTS) and Related Services. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its product and service offerings, provided that any changes or additions must be within the scope of the RFO.

5 PRICING

5.1 Pricing Index

Pricing to Customers shall be as set forth in **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

5.2 Customer Discount

A. The minimum Customer discount for all products and services will be the percentage off List Price (as defined below) or MSRP (as defined below), as applicable, as specified in **Appendix C, Pricing Index**. Successful Respondent shall not establish a List Price or MSRP for a particular solicitation. For purposes of this Section, "List Price" is the price for a product or service published in Successful Respondent's price catalog (or similar document) before any discounts or price allowances are applied. For purposes of this Section, "MSRP," or manufacturer's suggested retail price, is the price list published by the manufacturer or publisher of a product and available to and recognized by the trade.

B. Customers purchasing products or services under this Contract may negotiate additional discounts with Successful Respondent. Successful Respondent and Customer shall provide the details of such additional discounts to DIR upon request.

C. If products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract, or (ii) to any other customer under the same terms and conditions provided for the State for the same products and services under this contract, then the price of such products and services under this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Successful Respondent for a quantity of one (1), but does not apply to volume or special pricing purchases. Successful Respondent shall notify DIR within ten (10) days of providing a lower price as described in this Section, and this Contract shall be amended within ten (10) days to reflect such lower price.

5.3 Changes to Prices

A. Subject to the requirements of this section, Successful Respondent may change the price of any product or service upon changes to the List Price or MSRP, as

applicable. Discount levels shall not be subject to such changes, and will remain consistent with the discount levels specified in this Contract.

B. Successful Respondent may revise its pricing by publishing a revised pricing list, subject to review and approval by DIR. If DIR, in its sole discretion, finds that the price of a product or service has been increased unreasonably, DIR may request that Successful Respondent reduce the pricing for the product or service to the level published before such revision. Upon such request, Successful Respondent shall either reduce the pricing as requested or shall remove the product or service from the pricing list for this Contract. Failure to do so will constitute an act of default by Successful Respondent.

5.4 Shipping and Handling

Prices to Customers shall include all shipping and handling fees. Shipments will be Free On-Board Customer's Destination. No additional fees may be charged to Customers for standard shipping and handling. If a Customer requests expedited or special delivery, Customer will be responsible for any additional charges for expedited or special delivery.

5.5 Travel Expenses

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of such services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking, and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services provided under this Contract. The DIR Administrative Fee is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by the Customer. The Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

6 DIR ADMINISTRATIVE FEE

A. Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.

B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 INTERNET ACCESS TO CONTRACT AND PRICING INFORMATION

In addition to the requirements listed in **Appendix A, Section 7.2, Internet Access to Contract and Pricing Information**, Successful Respondent shall include the following with its webpage:

A. A current price list or mechanism to obtain specific contract pricing;
B. MSRP/list price or DIR Customer price;
C. Discount percentage (%) off MSRP or List Price;
D. Warranty policies;
E. Return policies;
F. A link to DIR's list of TX-RAMP certified Cloud Products; and
G. A link to Service Level Agreements for each SaaS product awarded, which at a minimum, shall include metrics and method for calculating and reporting results, for:
    i. service availability;
    ii. recovery time objectives; and
    iii. data loss tolerance levels (also known as recovery point objectives).

8 USE OF ORDER FULFILLERS

8.1 Authorization to Use Order Fulfillers

Subject to the conditions in this Section 8, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

8.2 Designation of Order Fulfillers

A. Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.

B. In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

C. DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Successful Respondent name additional Order Fulfillers should DIR determine it is in the best interest of the State.

D. Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful Respondent shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.

E. Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.

F. Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

8.3 Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

8.4 Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

9 NOTIFICATION

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Lisa Massock or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Email: lisa.massock@dir.texas.gov

If sent to Successful Respondent:

Robert R. Moore
Vice President
Carahsoft Technology Corporation
11493 Sunset Hills Road, Suite 100
Reston, Virginia 20190
Phone: (703) 871-8504
Email: Robert.Moore@Carahsoft.com

10 SOFTWARE LICENSE

10.1 Software License Agreement

A. Customers acquiring software licenses under this Contract shall hold, use, and operate such software subject to compliance with the Software License Agreement. Customer and Successful Respondent may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent. Successful Respondent shall make the Software License Agreement terms and conditions available to all Customers at all times.

B. Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement.

11 CONFLICTING OR ADDITIONAL TERMS

A. The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.

B. Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent

update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

C. Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

D. If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

12 AUTHORIZED EXCEPTIONS TO APPENDIX A, STANDARD TERMS AND CONDITIONS

A. Section 5 "Intellectual Property Matters" is hereby deleted and replaced in its entirety with the following:

This Contract does not contemplate, authorize, or support the development or acquisition of custom software, products, or services or the creation of intellectual property.

(Remainder of this page intentionally left blank.)

This Contract is executed to be effective as of the date of last signature.

Carahsoft Technology Corporation

Authorized By: Signature on File

Name: Robert R. Moore

Title: Vice President

Date: 5/15/2025 | 6:19 AM PDT

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Lisa Massock

Title: Chief Procurement Officer

Date: 5/19/2025 | 8:56 AM CDT

Office of General Counsel: Initials on File

Date: 5/19/2025 | 8:54 AM CDT

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	James McCoy, IT Director
Date:	Tuesday, October 20, 2026
Agenda #:	Consideration and **ACTION** to renew an annual license contract with Tyler Technologies, Inc. for the New World (Logos) Enterprise Resource Planning (ERP) system in the amount of $186,007.47, as budgeted. (Information Technology Department)

Summary:
The item is for a license maintenance and support agreement (SSMA) for teh on-premise Tyler Technologies software product ERP New World Logos software product (see the attached contract).

Project Scope and Analysis:
The item is for the annual software maintenance agreement (SSMA) that provides software upgrades and online support services for the departments throughout the year.

Funding:

Source: 702-241-776

Amount: $186,007.47

Local Contribution if Applicable:

Recommendation:
The Information Technology Department recommends approving the renewal of the annual license contract with Tyler Technologies, Inc. for New World (Logos) for the amount of $186,007.47. The final renewal agreement form is to be approved by the City Manager's Office and Office of City Attorney.

Commission Pillar:
Infrastructure

Attachments:

1. TYLER TECHNOLOGIES, INC. - CI100-00315552 - 281146 (IT) 090126 (1)

AP EMAIL 10/06/2026

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556
Questions:
Phone: 1-800-772-2260 Press 2
Email: ar@tylertech.com

INVOICE

Document No.	Date	Page
CI100-00315552	09/01/26	1 of 2

Bill To: CITY OF BROWNSVILLE
MIGUEL SANCHEZ III
1150 E ADAMS ST
BROWNSVILLE, TX 78520-5885

Delivery To: CITY OF BROWNSVILLE
MIGUEL SANCHEZ III
1150 E ADAMS ST
BROWNSVILLE, TX 78520-5885

Cust #	Bill to Address ID	Delivery Address ID	Currency	Terms	Due Date
42331	LOC000044564	LOC000044564	USD	Net30	10/1/2026

Cust PO#	Sales Order	Billing Schedule
	SBI1000-000020977	213-2019BROWNS

Contract Date	Description	Quantity	Unit Price	Extended Price
10/01/19	Fixed Assets - Maintenance 10/01/2026 - 09/30/2027	1	$5,402.46	$5,402.46
10/01/19	eBenefits Admin - Maintenance 10/01/2026 - 09/30/2027	1	$6,638.79	$6,638.79
10/01/19	Decision Support Base Datamart - Maintenance 10/01/2026 - 09/30/2027	1	$0.00	$0.00
10/01/19	eEmployee - Maintenance 10/01/2026 - 09/30/2027	1	$7,325.43	$7,325.43
10/01/19	ePayments - Maintenance 10/01/2026 - 09/30/2027	1	$5,494.46	$5,494.46
10/01/19	eSuite Base - Maintenance 10/01/2026 - 09/30/2027	1	$5,952.20	$5,952.20
10/01/19	FM Analytics - Maintenance 10/01/2026 - 09/30/2027	1	$915.48	$915.48
10/01/19	Accounting/General Ledger - Maintenance 10/01/2026 - 09/30/2027	1	$54,014.80	$54,014.80
10/01/19	Payroll/HR - Maintenance 10/01/2026 - 09/30/2027	1	$31,131.02	$31,131.02
10/01/19	Parcel Management - Maintenance 10/01/2026 - 09/30/2027	1	$5,036.71	$5,036.71
10/01/19	Position Budgeting - Maintenance 10/01/2026 - 09/30/2027	1	$8,698.63	$8,698.63
10/01/19	Position Control - Maintenance 10/01/2026 - 09/30/2027	1	$8,698.63	$8,698.63
10/01/19	Project Accounting - Maintenance 10/01/2026 - 09/30/2027	1	$5,723.31	$5,723.31
10/01/19	Purchase Orders - Maintenance 10/01/2026 - 09/30/2027	1	$13,276.03	$13,276.03
10/01/19	Site License - Maintenance 10/01/2026 - 09/30/2027	1	$0.00	$0.00
10/01/19	Time & Attendance Interface - Maintenance 10/01/2026 - 09/30/2027	1	$7,096.54	$7,096.54

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556
Questions:
Phone: 1-800-772-2260 Press 2
Email: ar@tylertech.com

INVOICE

Document No.	Date	Page
CI100-00315552	09/01/26	2 of 2

Contract Date	Description	Quantity	Unit Price	Extended Price
10/01/19	HR Analytics - Maintenance 10/01/2026 - 09/30/2027	1	$9,156.36	$9,156.36
10/01/19	Misc Billing & Receivables - Maintenance 10/01/2026 - 09/30/2027	1	$5,723.31	$5,723.31
10/01/19	Requisitions - Maintenance 10/01/2026 - 09/30/2027	1	$5,723.31	$5,723.31

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or Tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	$ 186,007.47
Sales Tax	$0.00
Total	$ 186,007.47

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	James McCoy, IT Director
Date:	Tuesday, October 20, 2026
Agenda #:	Consideration and **ACTION** to reject all bids received for Solicitation No.#294-26-IT-IFB for the Information Technology Department Capital Improvement Project: Proposed 5G & Fiber Design. (Information Technology Department)

Summary:
The Information Technology Department recommends consideration and action to reject all bids received under Contract No. 294-06-IT-IFB for the Information Technology Department Capital Improvement Project: Proposed 5G & Fiber Design, and authorize staff to proceed with the re-advertisement of the project for competitive bidding.

Project Scope and Analysis:
The City of Brownsville is advancing a fiber and Private 5G infrastructure project to strengthen connectivity for its Intelligent Transportation System, public safety, and future smart-city services.

The project will deploy Private 5G infrastructure across 82 locations, including antennas, radio equipment, poles, monopoles, fiber connections, electrical service, installation, testing, optimization, and integration with the City's existing network.

The selected contractor will deliver a secure, fully operational system with required software, documentation, warranty support, and final acceptance. This project improves transportation communications, supports municipal operations, and builds the foundation for Brownsville's connected-city future.

(Analysis)

A total of three (3) bids were received. One bidder was non-responsive and bids from other two were over budget. The Future Infrastructure was determined to be non-responsive because required items within the official bid documents were left blank. The Levy Company, LLC bid was $21,623,300.30, approximately 92% above the Engineer's Estimate and Clore Equipment LLC was $19,951,391.55, approximately 77% above the Engineer's Estimate.

Based on the bid analysis and recommendation provided by the City's engineering consultant, Halff Associates, Inc., the City determined that awarding the contract under the current solicitation would not be in the City's best interest. Staff therefore recommends rejection of all bids received and re-advertisement of the project for competitive bidding. Halff specifically recommends against awarding and recommends rebidding the project.

Funding:

Source: CSJ 0921-06-397 - Capital Improvement Project

Amount: $8,322,148 (80% Federal)

Local Contribution if Applicable: $2,080,537 (20%)

Recommendation:

The IT Department recommends to reject all bids received under Contract No. 294-26-IT-IFB for the Information Technology Department Capital Improvement Project: Proposed 5G and Fiber Design, CSJ 0921-06-397, and authorize staff to re-advertise the project for competitive bidding.

Commission Pillar:

Infrastructure

Attachments:

1. Bid Recommendation Letter

To:	Mayor and City Commission
Through:	Alan Guard, City Manager
From:	James McCoy, IT Director James McCoy
Date:	Wednusday, October 14, 2026
Agenda #:	Consideration and ACTION to reject all bids received for Solicitation No.#294-26-IT-IFB for the Information Technology Department Capital Improvement Project: Proposed 5G & Fiber Design (IT Department)

Summary:
The Information Technology Department recommends consideration and action to reject all bids received under Contract No. 294-06-IT-IFB for the Information Technology Department Capital Improvement Project: Proposed 5G & Fiber Design, and authorize staff to proceed with the re-advertisement of the project for competitive bidding.

Project Scope and Analysis:
The City of Brownsville is advancing a fiber and Private 5G infrastructure project to strengthen connectivity for its Intelligent Transportation System, public safety, and future smart-city services.

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The selected contractor will deliver a secure, fully operational system with required software, documentation, warranty support, and final acceptance. This project improves transportation communications, supports municipal operations, and builds the foundation for Brownsville's connected-city future.

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Based on the bid analysis and recommendation provided by the City's engineering consultant, Halff Associates, Inc., the City determined that awarding the contract under the current solicitation would not be in the City's best interest. Staff therefore recommends rejection of all bids received and re-advertisement of the project for competitive bidding. Halff specifically recommends against awarding and recommends rebidding the project.

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Source: CSJ 0921-06-397 - Capital Improvement Project
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Recommendation:
The IT Department recommends to reject all bids received under Contract No. 294-26-IT-IFB for the Information Technology Department Capital Improvement Project: Proposed 5G and Fiber Design, CSJ 0921-06-397, and authorize staff to re-advertise the project for competitive bidding.

Commission Pillar:
Infrastructure

Attachments:

1. Bid Recommendation Letter
2. TxDOT Concurrance

September 25, 2026

Ms. Jaydy Valdez, CTCD
Buyer-City of Brownsville
City of Brownsville | Procurement Division
1001 E. Elizabeth St
Brownsville, Texas 78520

Re: Request for Concurrence in Award
Project Name: Information Technology Department Capital Improvement Project: Proposed 5G and Fiber Design
Solicitation No. 294-26-IT-IFB

Dear Ms. Valdez:

Halff Associates, Inc. (Halff) is in receipt of the bid tabulation in accordance with Article 2.14 "Tabulation for Bids" of TxDOT's Standard Specifications for the above-mentioned project and offers the following Bid Analysis. A total of three (3) bids were received.

Halff developed the Bid Analysis spreadsheet for the project and populated it with each item description, unit, estimated quantity, unit price and total cost. The total cost for each item was obtained by multiplying the estimated quantity by the unit price. The total cost for the project was obtained by adding up each total cost for all the items.

The official bid amounts, which are summarized below ranged from 77% to 92% above the engineer's estimate of February 2026 as shown in **Table 1**.

The Proposed 5G and Fiber Design Project Engineer's Estimate is $11,255,921.48 (February 2026)

TABLE 1: BID ANALYSIS SUMMARY

Bidder No.	Bidder Name	Submitted Bid	% Below/Above
Bidder #1	Clore Equipment LLC	$19,951,391.55	77%
Bidder #2	Future Infrastructure	Non-Responsive	N/A
Bidder #3	The Levy Company, LLC	$21,623,300.30	92%

Bidder #1 – Clore Equipment LLC.

Based on the bids analysis spreadsheet, Bidder #1 was the lowest bidder. Halff confirmed Clore Equipment LLC's total summation is **$19,951,391.55**.

In accordance with TxDOT guidelines, an item is considered significantly unbalanced if the low bidder's unit price differs from the engineer's estimate by more than +50% or less than -75%. The following 12 items were identified as significantly unbalanced within the Clore Equipment LLC bid as shown in **Table 2**.

TABLE 2: UNBALANCED ITEMS FOR CLORE EQUIPMENT LLC. USING ENGINEERS ESTIMATE OF FEBRUARY 2026

Item-Code		Description	Qty	BID	Engineer's Estimate	% Diff	Reason
500	7001	MOBILIZATION	1	$1,986,648.00	$201,174.93	888%	Inflation
502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	27	$12,448.75	$1,974.23	531%	Inflation
506	7045	BIODEG EROSN CONT LOGS (INSTL)(18")	1,623	$50.00	$4.00	1150%	Inflation
506	7046	BIODEG EROSN CONT LOGS (REMOVE)	1,623	$25.00	$2.15	1063%	Inflation
618	7049	CONDT (PVC) (SCH 80) (1") (BORE)	80,615	$1.00	$12.00	-92%	High Quantity
618	7055	CONDT (PVC) (SCH 80) (2") (BORE)	85,005	$31.27	$13.00	141%	Inflation
624	7008	GROUND BOX TY D (162922)W/APRON	151	$4,985.00	$1,721.13	190%	Inflation
627	7004	TIMBER POLE (CL 2) 50 FT	58	$3,010.10	$1,416.67	112%	Inflation
628	7138	ELC SRV TY D 120/240 060(NS)GS(N)TP(O)	64	$7198.08	$3,690.00	95%	Inflation
628	7139	ELC SRV TY D 120/240 060(NS)GS(N)TS(O)	4	$7,590.71	$4,000.00	90%	Inflation
9565	0004	MONOPOLE	11	$50,877.50	$33,263.00	53%	Inflation
9565	0005	5G SERVICES	83	$84,911.30	$12,000.00	608%	Inflation

Since this project has portions within State ROW and federal funds are being utilized, it must follow the TxDOT requirements for TxDOT Prequalification. This project requires a TxDOT Confidential Questionnaire Prequalification since the project cost is above $300,000 and as outlined on TxDOT's website (https://www.txdot.gov/business/road-bridge-maintenance/contract-letting/contractor-prequalification.html).

Bidder #1 was determined to be TxDOT Prequalified under the Confidential Questionnaire.

Bidder #2 – Future Infrastructure

Based on the bids analysis spreadsheet, Bidder #2 was unresponsive. Halff confirmed Future Infrastructure bid was unresponsive.

Bidder #3 – The Levy Company

Based on the bids analysis spreadsheet, Bidder #3 was the highest bidder. Halff confirmed The Levy Company, Inc. total summation is **$21,623,300.30**

In accordance with TxDOT guidelines, an item is considered significantly unbalanced if the low bidder's unit price differs from the engineer's estimate by more than +50% or less than -75%. The following 17 items were identified as significantly unbalanced within the The Levy Company, Inc. bid as shown in **Table 3**.

TABLE 3: UNBALANCED ITEMS FOR THE LEVY COMPANY, INC. USING ENGINEERS ESTIMATE OF FEBRUARY 2026

Item-Code		Description	Qty	BID	Engineer's Estimate	% Diff	Reason
416	7008	DRILL SHAFT (48 IN)	250	$1,100.00	$344.00	220%	Inflation
432	7005	RIPRAP (CONC)(CL B)	88.75	$1,300.00	$821.40	58%	Inflation
500	7001	MOBILIZATION	1	$1,540,000.00	$201,174.93	666%	Inflation
502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	27	$13,900.00	$1974.23	604%	Inflation
506	7045	BIODEG EROSN CONT LOGS (INSTL)(18")	1,623	$6.00	$4.00	50%	Inflation
618	7021	CONDT (PVC) (SCH 40) (1")	4,405	$22.00	$11.00	100%	Inflation
618	7030	CONDT (PVC) (SCH 40) (2")	9,195	$19.00	$10.68	78%	Inflation
618	7049	CONDT (PVC) (SCH 80) (1") (BORE)	80,615	$19.00	$12.00	58%	Inflation
618	7055	CONDT (PVC) (SCH 80) (2") (BORE)	85,005	$21.00	$13.00	62%	Inflation
627	7004	TIMBER POLE (CL 2) 50 FT	58	$12,200.00	$1,416.67	761%	Inflation
628	7125	ELC SRV TY D 120/240 060(NS)AL(N)PS(U)	11	$31,000.00	$8,000.00	288%	Inflation
628	7138	ELC SRV TY D 120/240 060(NS)GS(N)TP(O)	64	$25,300.00	$3,690.00	586%	Inflation
628	7139	ELC SRV TY D 120/240 060(NS)GS(N)TS(O)	4	$24,200.00	$4,000.00	505%	Inflation

6011	7036	ITS POLE (60 FT) (110 MPH)	10	$37,700.00	$21,000.00	80%	Inflation
6027	7001	FIBER OPTIC CBL (SINGLE-MODE)(12 FIBER)	93,590	$4.60	$2.30	100%	Inflation
9565	0004	MONOPOLE	11	$102,000.00	$33,263.00	207%	Inflation
9565	0005	5G SERVICES	83	$68,300.00	$12,000.00	469%	Inflation

Since this project has portions within State ROW and federal funds are being utilized, it must follow the TxDOT requirements for TxDOT Prequalification. This project requires a TxDOT Confidential Questionnaire Prequalification since the project cost is above $300,000 and as outlined on TxDOT's website (https://www.txdot.gov/business/road-bridge-maintenance/contract-letting/contractor-prequalification.html).

Bidder #3 was determined to be TxDOT Prequalified under the Confidential Questionnaire.

RECOMMENDATION

We have determined that Clore Equipment LLC is the responsive and responsible lowest bidder. Although the contractor met all the requirements, Halff Associates, Inc. does not recommend awarding the contract to Clore Equipment LLC in the amount of **$19,951,391.55** due to the extreme difference over the engineering estimate.

We respectfully request your concurrence in this award so that we may proceed with contract execution.

Alex Reyna, PE, LGPP
Associate Vice President
Technical Leader, Traffic/ITS
Halff

City of Brownsville
Project Name: Proposed 5G and Fiber Design
Solicitation No.: 294-26-IT-IFB
BID COMPARISON

ITEM-CODE		DESCRIPTION	UNIT	TOTAL	CLORE EQUIPMENT LLC		FUTURE INFRASTUCTURE		THE LEVY COMPANY, LLC		ENGINEER ESTIMATE FEBRUARY 2026		LOW BID VS ENGINEER'S ESTIMATE	
					UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	DIFFERENCE (+/-) TOTAL COST	% DIFFERENCE (OVER/UNDER)
416	7008	DRILL SHAFT (48 IN)	LF	250	$ 129.27	$ 32,317.50			$ 1,100.00	$ 275,000.00	$ 344.00	$ 86,000.00	$ (53,682.50)	-62%
432	7005	RIPRAP (CONC)(CL B)	CY	88.75	$ 550.00	$ 48,812.50			$ 1,300.00	$ 115,375.00	$ 821.40	$ 72,899.25	$ (24,086.75)	-33%
500	7001	MOBILIZATION	LS	1	$ 1,986,648.00	$ 1,986,648.00			$ 1,540,000.00	$ 1,540,000.00	$ 201,174.93	$ 201,174.93	$ 1,785,473.07	888%
502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	27	$ 12,448.75	$ 336,116.25			$ 13,900.00	$ 375,300.00	$ 1,974.23	$ 53,304.21	$ 282,812.04	531%
506	7045	BIODEG EROSN CONT LOGS (INSTL)(18")	LF	1623	$ 50.00	$ 81,150.00			$ 6.00	$ 9,738.00	$ 4.00	$ 6,492.00	$ 74,658.00	1150%
506	7046	BIODEG EROSN CONT LOGS (REMOVE)	LF	1623	$ 25.00	$ 40,575.00			$ 2.50	$ 4,057.50	$ 2.15	$ 3,489.45	$ 37,085.55	1063%
618	7021	CONDT (PVC) (SCH 40) (1")	LF	4405	$ 3.85	$ 16,959.25			$ 22.00	$ 96,910.00	$ 11.00	$ 48,455.00	$ (31,495.75)	-65%
618	7030	CONDT (PVC) (SCH 40) (2")	LF	9195	$ 5.07	$ 46,618.65			$ 19.00	$ 174,705.00	$ 10.68	$ 98,202.60	$ (51,583.95)	-53%
618	7049	CONDT (PVC) (SCH 80) (1") (BORE)	LF	80615	$ 1.00	$ 80,615.00			$ 19.00	$ 1,531,685.00	$ 12.00	$ 967,380.00	$ (886,765.00)	-92%
618	7055	CONDT (PVC) (SCH 80) (2") (BORE)	LF	85005	$ 31.27	$ 2,658,106.35			$ 21.00	$ 1,785,105.00	$ 13.00	$ 1,105,065.00	$ 1,553,041.35	141%
619	7014	FIBER OPTIC CABLE ROAD MARKER	EA	278	$ 117.99	$ 32,801.22			$ 185.00	$ 51,430.00	$ 157.14	$ 43,684.92	$ (10,883.70)	-25%
620	7002	ELEC CONDR (NO.14) INSULATED	LF	84365	$ 0.75	$ 63,273.75			$ 1.30	$ 109,674.50	$ 1.26	$ 106,299.90	$ (43,026.15)	-40%
620	7007	ELEC CONDR (NO.8) BARE	LF	6415	$ 1.07	$ 6,864.05			$ 2.40	$ 15,396.00	$ 1.92	$ 12,316.80	$ (5,452.75)	-44%
620	7008	ELEC CONDR (NO.8) INSULATED	LF	12830	$ 1.29	$ 16,550.70			$ 2.40	$ 30,792.00	$ 2.15	$ 27,584.50	$ (11,033.80)	-40%
620	7009	ELEC CONDR (NO.6) BARE	LF	3435	$ 1.21	$ 4,156.35			$ 3.10	$ 10,648.50	$ 2.21	$ 7,591.35	$ (3,435.00)	-45%
620	7010	ELEC CONDR (NO.6) INSULATED	LF	6870	$ 2.02	$ 13,877.40			$ 3.10	$ 21,297.00	$ 2.41	$ 16,556.70	$ (2,679.30)	-16%
620	7011	ELEC CONDR (NO.4) BARE	LF	1600	$ 2.05	$ 3,280.00			$ 4.35	$ 6,960.00	$ 2.71	$ 4,336.00	$ (1,056.00)	-24%
620	7012	ELEC CONDR (NO.4) INSULATED	LF	3200	$ 2.62	$ 8,384.00			$ 4.35	$ 13,920.00	$ 3.24	$ 10,368.00	$ (1,984.00)	-19%
623	7018	ITS GND BOX (POLY) TY 1 (243648)W/APRN	EA	196	$ 5,052.44	$ 990,278.24			$ 3,000.00	$ 588,000.00	$ 3,873.89	$ 759,282.44	$ 230,995.80	30%
623	7024	ITS GND BOX (POLY) TY 2 (366048)W/APRN	EA	82	$ 7,560.00	$ 619,920.00			$ 6,300.00	$ 516,600.00	$ 5,942.11	$ 487,253.02	$ 132,666.98	27%
624	7008	GROUND BOX TY D (162922)W/APRON	EA	151	$ 4,985.00	$ 752,735.00			$ 1,400.00	$ 211,400.00	$ 1,721.13	$ 259,890.63	$ 492,844.37	190%
627	7004	TIMBER POLE (CL 2) 50 FT	EA	58	$ 3,010.10	$ 174,585.80			$ 12,200.00	$ 707,600.00	$ 1,416.67	$ 82,166.86	$ 92,418.94	112%
628	7125	ELC SRV TY D 120/240 060(NS)AL(N)PS(U)	EA	11	$ 6,550.26	$ 72,052.86			$ 31,000.00	$ 341,000.00	$ 8,000.00	$ 88,000.00	$ (15,947.14)	-18%
628	7138	ELC SRV TY D 120/240 060(NS)GS(N)TP(O)	EA	64	$ 7,198.08	$ 460,677.12			$ 25,300.00	$ 1,619,200.00	$ 3,690.00	$ 236,160.00	$ 224,517.12	95%
628	7139	ELC SRV TY D 120/240 060(NS)GS(N)TS(O)	EA	4	$ 7,590.71	$ 30,362.84			$ 24,200.00	$ 96,800.00	$ 4,000.00	$ 16,000.00	$ 14,362.84	90%
6011	7002	ITS POLE MNT CAB (TY 2)(CONF 2)	EA	81	$ 7,494.40	$ 607,046.40			$ 8,700.00	$ 704,700.00	$ 7,414.40	$ 600,566.40	$ 6,480.00	1%
6011	7036	ITS POLE (60 FT) (110 MPH)	EA	10	$ 19,268.50	$ 192,685.00			$ 37,700.00	$ 377,000.00	$ 21,000.00	$ 210,000.00	$ (17,315.00)	-8%
6027	7001	FIBER OPTIC CBL (SINGLE-MODE)(12 FIBER)	LF	93590	$ 2.45	$ 229,295.50			$ 4.60	$ 430,514.00	$ 2.30	$ 215,257.00	$ 14,038.50	7%
6027	7004	FIBER OPTIC FUSION SPLICE	EA	660	$ 45.74	$ 30,188.40			$ 53.00	$ 34,980.00	$ 65.00	$ 42,900.00	$ (12,711.60)	-30%
6027	7009	FO SPLICE ENCLOSURE (TYPE 1)	EA	47	$ 612.45	$ 28,785.15			$ 2,100.00	$ 98,700.00	$ 2,033.00	$ 95,551.00	$ (66,765.85)	-70%
6027	7013	FIBER OPTIC CBL (SING-MODE)(48 FIBER)	EA	9476	$ 2.98	$ 28,238.48			$ 5.30	$ 50,222.80	$ 4.77	$ 45,200.52	$ (16,962.04)	-38%
6027	7021	PRETERM FIBER PATCH PANEL (12 POSITION)	EA	81	$ 945.02	$ 76,546.62			$ 1,500.00	$ 121,500.00	$ 1,800.00	$ 145,800.00	$ (69,253.38)	-47%
6036	7001	ETHERNET SWITCH (INSTALL ONLY)	EA	81	$ 947.19	$ 76,722.39			$ 950.00	$ 76,950.00	$ 1,000.00	$ 81,000.00	$ (4,277.61)	-5%
9565	0001	5G ANTENNA	EA	147	$ 691.72	$ 101,682.84			$ 650.00	$ 95,550.00	$ 2,400.00	$ 352,800.00	$ (251,117.16)	-71%
9565	0002	5G CORE	EA	1	$ 146,428.69	$ 146,428.69			$ 177,990.00	$ 177,990.00	$ 200,000.00	$ 200,000.00	$ (53,571.31)	-27%
9565	0003	5G RADIO EQUIPMENT	EA	135	$ 16,657.51	$ 2,248,763.85			$ 18,400.00	$ 2,484,000.00	$ 23,000.00	$ 3,105,000.00	$ (856,236.15)	-28%
9565	0004	MONOPOLE	EA	11	$ 50,877.50	$ 559,652.50			$ 102,000.00	$ 1,122,000.00	$ 33,263.00	$ 365,893.00	$ 193,759.50	53%
9565	0005	5G SERVICES	EA	83	$ 84,911.30	$ 7,047,637.90			$ 68,300.00	$ 5,668,900.00	$ 12,000.00	$ 996,000.00	$ 6,051,637.90	608%
BASE BID TOTAL					**$**	**19,951,391.55**	**UNRESPONSIVE**		**$**	**21,691,600.30**	**$**	**11,255,921.48**	**$ 8,695,470.07**	**77%**

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Carlos Lastra, City Engineer
Date:	Tuesday, October 20, 2026
Agenda #:	Consideration and **APPROVAL** on **SECOND and FINAL READING on Ordinance Number 2026-1827** to amend Chapter 98 "Traffic and Vehicles", Article IV, "Speed Restrictions" Establishing Speed Limits at FM 1419 in the City of Brownsville and Dealing with Related Matters. (Engineering and Public Works Department)

Summary:
The City of Brownsville, in coordination with the Texas Department of Transportation (TxDOT), is implementing a speed limit reduction on FM 1419. The change will lower the posted speed limit from 55 to 50 miles per hour within the designated project limits.

This adjustment is based on a speed study conducted for the first time in July 2020, and a second study performed in August 2024. It aims to improve safety for all road users. The Pharr District from the Texas Department of Transportation will be responsible for fabricating and erecting the new regulatory signage.

Project Scope and Analysis:
The current posted speed of 55 MPH was evaluated by TxDOT in 2024. Upon review, TxDOT determined that reducing the speed limit to 50 MPH is warranted based on safety concerns, roadway characteristics, and surrounding development. The reduced speed is expected to enhance driver reaction time, promote safer interactions at intersections, and provide a more appropriate speed environment for this corridor. Since FM 1419 (Southmost Road) is a statemaintained roadway, TxDOT will install the updated speed limit signs in accordance with state standards and the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

Existing Speed Limit Zones

1. 40 MPH - From Esperanza Rd./ Morningside Rd. to 311 FT North of Isbell Dr., speed will remain the same.

2. 55 MPH - From 42 FT South of SH 4 to SH 4 (Boca Chica Blvd.)

Proposed Speed Limit Zones

1. 40 MPH - From Esperanza Rd./ Morningside Rd. to 311 FT North of Isbell Dr., speed will remain the same.

2. 50 MPH - From 42 FT South of SH 4 to SH 4 (Boca Chica Blvd.).

Existing School Zone

1. 25 MPH - From 333 FT North of Palma Tejana Dr. to 21 FT North of Minnesota Ave., 40 MPH all other times, speed will remain the same.

Proposed School Zone

1.- 25 MPH - From 333 FT North of Palma Tejana Dr. to 21 FT North of Minnesota Ave., 40 MPH all other times, speed will remain the same

Funding:

Source: Funded by the Texas Department of Transportation

Amount: N/A

Local Contribution if Applicable:

Recommendation:

The City of Brownsville Engineering and Public Works Department is recommending approval to decrease the speed limit along FM 1419 from 55 miles per hour to 50 miles per hour from 42 feet south of SH 4 to SH 4 (Boca Chica Blvd.).

Commission Pillar:

Public Safety

Attachments:

1. Ordinance NO 2026-1827
2. TxDOT Speed Reduction Request Letter. (1)
3. Section Map (1)

ORDINANCE NO. 2026-1827

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, AMENDING CHAPTER 98 "TRAFFIC AND VEHICLES", ARTICLE IV, "SPEED RESTRICTIONS", ESTABLISHING SPEED LIMITS AT FM 1419; ESTABLISHING PRIMA FACIE MAXIMUM SPEED LIMITS IN SUCH ZONES; PROVIDING FOR PENALTIES; PROVIDING FOR AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPENED TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Section 545.336 of the Texas Transportation Code states that the governing body of a municipality has the authority to alter speed limits upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than reasonable or prudent under the conditions found to exist at any part of a street or highway in the municipality; and

WHEREAS, it has been determined by investigation that there is a need to alter speed zones to provide reasonable and safe prima facie speed limits; and

WHEREAS, the City Council of the City of Brownsville, Texas, finds it necessary for speed zones on section FM 1419 and the reasonable and safe prima facie maximum speed of motor vehicles in said speed zones, should be set forth below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF BROWNSVILLE, TEXAS, ACTING BY AND THROUGH ITS CITY COUNCIL

Section 1: The City Council of the City of Brownsville hereby establishes a speed zone on the sections as follows:

Existing Speed Limit Zones

1. 40 MPH - From Esperanza Rd./ Morningside Rd. to 311 FT North of Isbell Dr., speed will remain the same.
2. 55 MPH - From 42 FT South of SH 4 to SH 4 (Boca Chica Blvd.)

Proposed Speed Limit Zones

1. 40 MPH - From Esperanza Rd./ Morningside Rd. to 311 FT North of Isbell Dr., speed will remain the same.
2. 50 MPH - From 42 FT South of SH 4 to SH 4 (Boca Chica Blvd.).

Existing School Zone

1. 25 MPH - From 333 FT North of Palma Tejana Dr. to 21 FT North of Minnesota Ave., 40 MPH all other times, speed will remain the same.

Proposed School Zone

1.- 25 MPH - From 333 FT North of Palma Tejana Dr. to 21 FT North of Minnesota Ave., 40 MPH all other times, speed will remain the same

Section 2. Any person violating any provision of this ordinance shall, upon conviction, be fined in any sum not exceeding the $500.00

Section 3. All Ordinances or parts of ordinances in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed.

Section 4. It is hereby officially found and determined that the meeting at which this ordinance is passed open to the public as required and that the public notice of said meeting was given as required by law.

Section 5 . This ordinance shall become effective on October 6, 2026, after its passage and the publication of the caption of said ordinance as the law and the City Charter in such cases provides.

INTRODUCED at a public hearing on October 20, 2026. Pass at Second and Final Reading and **ADOPTED, APPROVED, ENACTEED** on October 21, 2026.

ATTEST: **APPROVED:**

_____ _____

Mayra A. Rios, TRMC, City Secretary John Cowen, MAYOR

APPROVED AS TO FORM:

_____,

City Attorney

Docusign Envelope ID: 9B54FD66-A880-8C58-8305-2CF68BBA4F9C

600 W Interstate 2 | Pharr, Texas 78577
956.702.6111
txdot.gov

August 28, 2026

Mr. Alan Guard
City Manager
City of Brownsville
1001 East Elizabeth Street
Brownsville, TX 78520

FM 1419 Speed Zone Survey

Dear Mr. Guard:

We conducted a speed zone survey along FM 1419 between Esperanza Rd. / Morningside Rd. and SH 4 (Boca Chica Boulevard). The current and proposed speed limit zones on FM 1419 are included on the following page. I am attaching a copy of our updated strip map with data that supports this change in speed limits. Also attached is a breakdown map showing existing and proposed speed limit zones.

We ask the City of Brownsville to pass an ordinance in support of these speed limit changes. We have attached a sample city ordinance for your use as well. Once we receive the ordinance, we will replace the existing speed limit signs with the new signs.

Please feel free to reach out with any questions you may have on this issue. I can be reached at (956) 702-6145 or via email at Gabriel.Garcia@txdot.gov.

Sincerely,

Signed by:
Gabriel Isaac Garcia
E75CB72436B0468...
Gabriel I. Garcia, P.E.
Director of Transportation Operations

cc: Andres Espinoza, P.E., San Benito Area Engineer
Gabriel Villarreal, P.E., San Benito Assistant Area Engineer
Celestino Hernandez, Brownsville Maintenance Supervisor
Primitivo Muñoz, Brownsville Assistant Maintenance Supervisor
Nayely Parra, P.E., Transportation Engineer Supervisor
Humberto Ramirez, Jr., P.E., Transportation Engineer
Gerardo Vallejo, Transportation Specialist

Docusign Envelope ID: 9B54FD66-A880-8C58-8305-2CF68BBA4F9C

Existing Speed Limit Zones

1. 40 MPH – From Esperanza Rd. / Morningside Rd. to 311 FT North of Isbell Dr., speed will remain the same
2. 55 MPH – From 42 FT South of SH 4 to SH 4 (Boca Chica Blvd.)

Proposed Speed Limit Zones

1. 40 MPH – From Esperanza Rd. / Morningside Rd. to 311 FT North of Isbell Dr., speed will remain the same
2. 50 MPH – From 42 FT South of SH 4 to SH 4 (Boca Chica Blvd.)

Existing School Zone

1. 25 MPH – From 333 FT North of Palma Tejana Dr. to 21 FT North of Minnesota Ave., 40 MPH all other times, speed will remain the same

Proposed School Zone

1. 25 MPH – From 333 FT North of Palma Tejana Dr. to 21 FT North of Minnesota Ave., 40 MPH all other times, speed will remain the same

DEVELOPMENT		
RES. SIGHT DISTANCE		
BALL BANK OR ADVISORY SPEED		
CURVES OVER 2°		
GRADES OVER 3%		
SUR. WIDTH & TYPE		
R.O.W. & RDBD WIDTH		
ACCIDENTS (YEAR)		
PROPOSED ZONE LENGTHS MILE		0.868 MILES
PROPOSED ZONE SPEEDS MPH		40 MPH
EXISTING ZONE LENGTHS MILE		0.868 MILES
EXISTING ZONE SPEEDS MPH	30 MPH	40 MPH

MP 2.474

MP 2.895

** SCHOOL ZONE **
25 MPH
WHEN FLASHING
40 MPH
ALL OTHER TIMES

MP 3.049

SOUTHMOST ELEMENTARY SCHOOL

2.5 2.6 2.7 2.8 2.9 3.0 3.1 3.2

TOWARD SH 4

C.L. BEARING

FM 1419
(1426-01)

TRAFFIC SIGNAL
MORNINGSIDE RD
ESPERANZA RD
MP 2.474

FONSI RD
MP 2.614

CAMELIA LN
MP 2.739

CAMELIA LN
MP 2.799

41
52
174
MP 2.837

39
50
165
MP 2.837

VILLA BONITA ST
MP 2.763

PALMA TEJANA AVE
MP 2.958

MINNESOTA AVE
MP 3.053

BROWNSVILLE CITY LIMITS

FM 511 (0684-02)
DOCKERRY RD

TRAFFIC SIGNAL
S35° 06'E

COTTAGE
MP 3.171

MP 3.218

MP 3.233

TOWARD SH 4

EXISTING ZONE SPEEDS MPH	30 MPH	40 MPH
EXISTING ZONE LENGTHS MILE		0.868 MILES
PROPOSED ZONE SPEEDS MPH		40 MPH
PROPOSED ZONE LENGTHS MILE		0.868 MILES
ACCIDENTS (YEAR) 2023	5 4 2 2 4	2
R.O.W. & RDBD WIDTH	80 - 64'	
SUR. WIDTH & TYPE	64' - ACP - FOUR 12' LANES, 14' CTWLTL & NO SHLDRS.	
GRADES OVER 3%		
CURVES OVER 2°		
BALL BANK OR ADVISORY SPEED		
RES. SIGHT DISTANCE		
DEVELOPMENT		

MP 2.474

MP 2.895

** SCHOOL ZONE **
25 MPH
WHEN FLASHING
40 MPH
ALL OTHER TIMES

MP 3.051

SOUTHMOST ELEMENTARY SCHOOL

DIST. NO. 21 COUNTY: CAMERON

HIGHWAY: FM 1419 CITY: BROWNSVILLE

DATE OF SURVEY 07/22-07/23/20 08/29/24* SCALE: 1" = 300 FT

MINUTE NO. 106847	DATE 6/18/96	
REPLACES	DATE	
REPLACED BY	DATE	
CANCELED BY	DATE	

LIMITS OF ZONE

® © 2024

TxDOT

SECTION ONE	LENGTH 0.619 MILES			SECTION TWO	LENGTH 1.057 MILES			SECTION THREE	LENGTH 8.475 MILES			SECTION FOUR	LENGTH 0.011 MILES		
	STA. OR M.P.	CONT. & SEC.	PROJECT		STA. OR M.P.	CONT. & SEC.	PROJECT		STA. OR M.P.	CONT. & SEC.	PROJECT		STA. OR M.P.	CONT. & SEC.	PROJECT
BEGINS	2.479	1426-01		BEGINS	3.098	1426-01		BEGINS	4.155	1426-01		BEGINS	12.591	1426-01	
	ESPERANZA RD				FM 511				0.035 S OF MONSEES RD				BROWNSVILLE CITY LIMITS		
	STA. OR M.P.	CONT. & SEC.	PROJECT		STA. OR M.P.	CONT. & SEC.	PROJECT		STA. OR M.P.	CONT. & SEC.	PROJECT		STA. OR M.P.	CONT. & SEC.	PROJECT
ENDS	3.098	1426-01		ENDS	4.155	1426-01		ENDS	12.591	1426-01		ENDS	12.602	1426-01	
	FM 511				0.035 S OF MONSEES RD				BROWNSVILLE CITY LIMITS				SH 4		

AIKEN ELEMENTARY SCHOOL

MP 3.342 | MP 3.790 | ** SCHOOL ZONE ** 25 MPH WHEN FLASHING 40 MPH ALL OTHER TIMES | MP 4.141 | MP 4.155

0.868 MILES 40 MPH
0.868 MILES 40 MPH
1.057 MILES 40 MPH
1.057 MILES 40 MPH
8.439 MILES 50 MPH
8.439 MILES 55 MPH

3.3 3.4 3.5 3.6 3.7 3.8 3.9 4.0 4.1 4.2 4.3

41 / 53 / 125 MP 3.350
43 / >60 / 125 MP 3.600
MAVERICK MP 3.795
43 / 51 / 125 MP 3.850
48 / >60 / 125 MP 4.100
PC-MP 4.095

S9° 46'W
S0° 04'W

PC-MP 3.271
MP 3.350 39 / 54 / 125 PT-MP 3.356
ISBELL DR MP 3.401
MP 3.600 41 / 50 / 125
MP 3.850 44 / 53 / 125
MONSEES RD. MP 4.120
MP 4.100 48 / 55 / 125

40 MPH 0.868 MILES
40 MPH 0.868 MILES
40 MPH 1.057 MILES
40 MPH 1.057 MILES
55 MPH 8.439 MILES
50 MPH 8.439 MILES

80 - 64'
64' - ACP - FOUR 12' LANES, 14' CTWLTL & NO SHLDRS.

MP 3.790 | ** SCHOOL ZONE ** 25 MPH WHEN FLASHING 40 MPH ALL OTHER TIMES | MP 4.126 | MP 4.155

5° BB-BANK 45 MPH

RESIDENTIAL

AIKEN ELEMENTARY SCHOOL

4°-.046

SPEED ZONE

(INC.) BROWNSVILLE
COUNTY CAMERON
2022 POP. 189,382

42 / 62 / 125 — 85 PERCENTILE SPEED, TOP SPEED MEASURED, NUMBER OF CARS CHECKED

● FATAL ACCIDENT

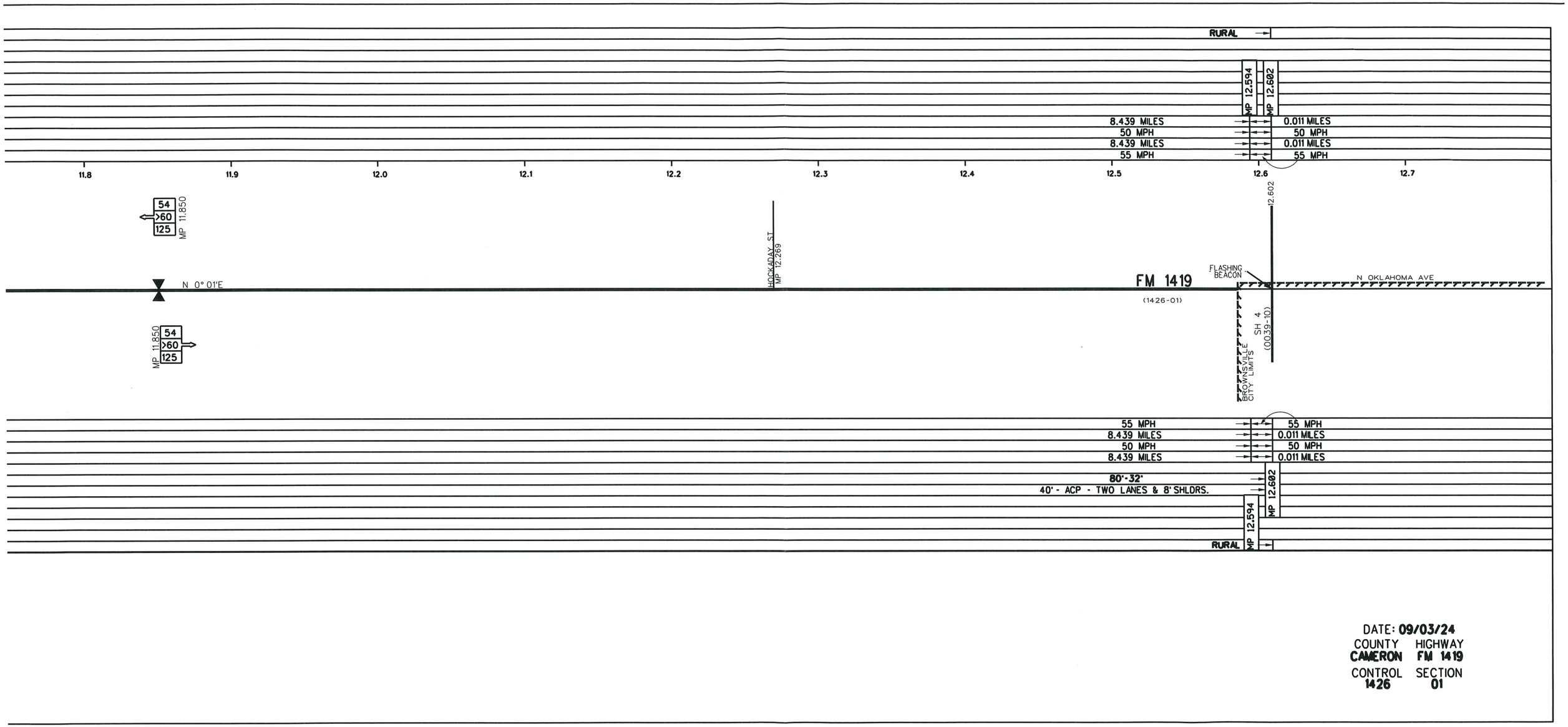
◪ PERSONAL INJURY ACCIDENT

○ PROPERTY DAMAGE ACCIDENT

▬ INDICATES SECTION ZONED BY COMMISSION MINUTE

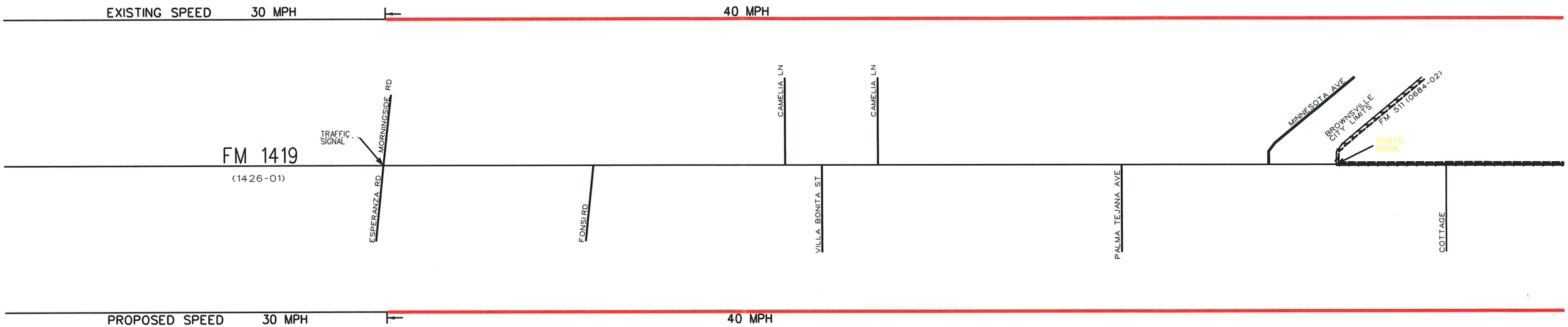
←(XX) **NOTE:

TRIAL RUNS PERFORMED BY:
ALEX DELGADO AND ANGEL TREVINO
ON AUGUST 29, 2024



DATE: **09/03/24**

COUNTY	HIGHWAY
CAMERON	**FM 1419**
CONTROL	SECTION
1426	**01**


EXISTING SPEED 30 MPH
40 MPH
FM 1419
(1426-01)
TRAFFIC SIGNAL
MORNINGSIDE RD
ESPERANZA RD
FONSI RD
CAMELIA LN
CAMELIA LN
VILLA BONITA ST
PALMA TEJANA AVE
MINNESOTA AVE
BROWNSVILLE CITY LIMITS
FM 511 (0684-02)
TRAFFIC SIGNAL
COTTAGE
PROPOSED SPEED 30 MPH
40 MPH

40 MPH

55 MPH

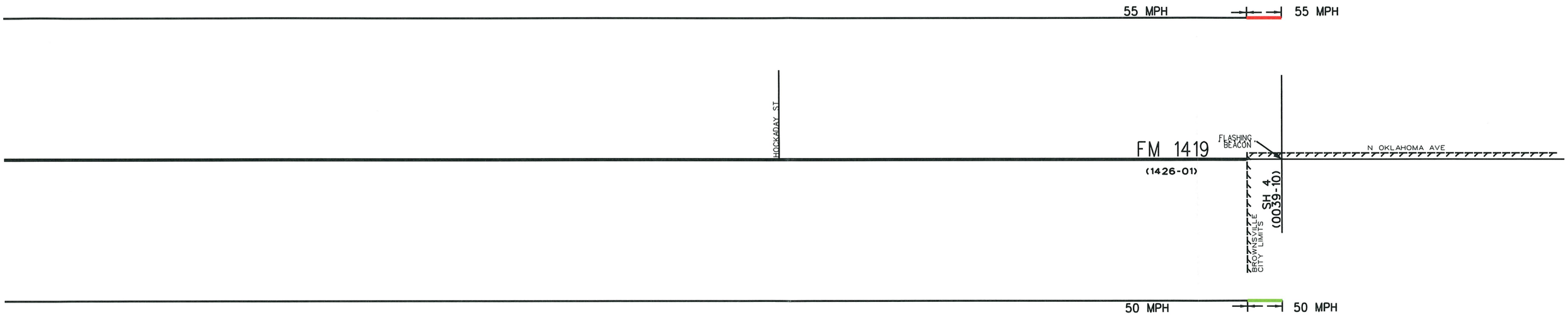
MAVERICK

ISBELL DR

MONSEES RD.

40 MPH

50 MPH


55 MPH
55 MPH
HOCKADAY ST
FM 1419
(1426-01)
FLASHING BEACON
N OKLAHOMA AVE
SH 4
(0039-10)
BROWNSVILLE CITY LIMITS
50 MPH
50 MPH

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Will Trevino, City Attorney
Date:	Tuesday, October 20, 2026
Agenda #:	Consideration and **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance No. 2026-1828** amending Chapter 1, "General Provisions", Section 1-13, "General penalty" of the Code of Ordinances to update the penalty provisions for violations of the City's Code of Ordinances. (Office of the City Attorney)

Summary:

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends adoption

Commission Pillar:
Economic Development, Planning & Zoning, Infrastructure, Public Safety, Quality of Life & Vibrancy, Governance

Attachments:
1. Ordinance Number 2026-1828 General Penalty v2

CITY OF BROWNSVILLE
ORDINANCE NO. 2026-1828

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, AMENDING CHAPTER 1, "GENERAL PROVISIONS", SECTION 1-13, "GENERAL PENALTY" OF THE CODE OF ORDINANCES TO UPDATE THE PENALTY PROVISIONS FOR VIOLATIONS OF THE CITY'S CODE OF ORDINANCES; PROVIDING SAVINGS, REPEALING AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Brownsville, Texas (the "City") is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City is authorized by Texas Local Government Code §51.001 to adopt or amend any ordinance that is for the good government, peace, or order of the municipality or for the trade and commerce of the municipality; and

WHEREAS, Chapter 54 of the Texas Local Government Code authorizes the City to adopt a fine or penalty for the violation of a rule, ordinance, or other police regulation; and

WHEREAS, Section 54.004 allows the City to enforce ordinances necessary to protect health, life, and property, and to preserve the good government, order, and security of the municipality and its inhabitants; and

WHEREAS, the City Commission of the City of Brownsville has reviewed the proposed changes and finds them to be necessary and appropriate; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Commission at which the City Commission considered the requested amendments, and the City Commission does hereby find that the amendments herein accomplish such objectives of promoting the public health, safety, morals, or general welfare, and protecting and preserving places and areas of historical, cultural, or architectural importance and significance within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS:

Section 1. Incorporation of Premises. The findings and recitals set forth herein are true and correct and are incorporated herein and made a part hereof for all purposes as the legislative findings of the City Commission.

Section 2. Amendments. Chapter 1, "General Provisions", Section 1-13, "General penalty" of the Code of Ordinances, is hereby amended as follows (with deletions in strikethrough text and additions in underline text):

Chapter 1 - GENERAL PROVISIONS

Sec. 1-13. - General penalty.

(a) Notwithstanding any contrary provision in the city Charter, whenever in this Code or in any ordinance of the city an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor or wherever in such Code or city ordinance the doing of any act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such section of this Code or any such provision of an ordinance shall be punished by a fine of not less than $1.00 for each offense nor more than the following:

1) For each offense under a rule, ordinance, or police regulation that governs fire safety, zoning, or public health and sanitation, including dumping of refuse, $2,000.00; or

2) For each offense under any other rule, ordinance, or police regulation, $500.00.

(b) Unless otherwise specifically stated in this code or other city ordinance, any violation of this code or of any city ordinance that is punishable by a fine that does not exceed $500 does not require a culpable mental state, and a culpable mental state is hereby not required to prove any such offense. Unless otherwise specifically stated in this code, any violation of this code or of any ordinance that is punishable by a fine that exceeds $500 shall require a culpable mental state as specified by the Texas Penal Code.

(c) ~~(b) Whenever state law conflicts with this section, state law shall govern~~ If the amount of any penalty imposed by this Code or in any city ordinance conflicts with a penalty amount specified by state law, the penalty amount specified by state law shall govern.

(d) ~~(c)~~ Unless otherwise stated in this Code or in any city ordinance, e~~E~~ach day any violation of this Code or of any ordinance shall continue shall constitute a separate offense.

(e) ~~(d)~~ Under no circumstances shall the imposition of any such fine for any violation constitute an estoppel for other relief against any such violation available at law.

(f) The prohibition of any act in this Code or other city ordinance, and in any rule or regulation adopted hereunder, shall include the causing, procuring, aiding, or abetting of another person to do such act.

(g) ~~(e) If any such violation is designated as a nuisance under this Code, such nuisance may be summarily abated by the police department~~ In addition to the penalties otherwise provided, any condition caused or permitted to exist in violation of any provision of this Code or any ordinance, which provision is intended for the protection of the public health, safety or morals, shall be deemed a public nuisance and may be abated by the city as provided by law.

(h) In any prosecution for any violation of this Code, it shall not be necessary for the prosecution to negative any provisions of exception, but the same may be raised by the defendant by way of defense.

(i) The suspension, revocation, cancellation, or denial of any license, permit, or certificate by the city shall not prohibit the imposition of any civil or criminal penalty. The imposition of a civil or criminal penalty by the city shall not prohibit the suspension, revocation,

cancellation, or denial of any license, permit, or certificate.

(j) A City employee or agent does not commit an offense under this Code if the employee or agent fails to perform a ministerial or administrative duty or take an action required under the Code.

~~(Code 1971, § 1-10; Ord. No. 95-763-A, pt. 1, 11-28-1995)~~

Section 3. City Code of Ordinance Revisions. The publisher of the City's Code of Ordinances is hereby authorized to revise the Code of Ordinances to reflect changes provided for in this Ordinance; to correct typographical errors where necessary; and to format and number paragraphs to conform to the existing City's Code of Ordinances.

Section 4. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

Section 5. Severability. Should any section, subsection, sentence, clause, phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Brownsville hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 6. Effective Date. Pursuant to the City Charter, this Ordinance shall become effective upon its second and final reading, passage, and publication.

Section 7. Open Meetings. That it is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code.

INTRODUCED and PASSED at a PUBLIC HEARING and FIRST READING on the 6th day of October, 2026.

APPROVED AND PASSED at a PUBLIC HEARING and on the SECOND and FINAL READING on this the 20th day of October, 2026.

_____

John Cowen, Jr.
Mayor

ATTEST:

Mayra Rios, TRMC
City Secretary

APPROVED AS TO FORM AND LEGALITY:

Guillermo (Will) S. Trevino
City Attorney

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Martin Vega, Assistant Director of Land Development Services
Date:	Tuesday, October 20, 2026
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2026-023-S**, to request a Specific Use Permit in a Traditional Neighborhood-Corridor (TN-C) zoning district to allow a used car lot for Lots 4 & 5, Block 31, East Brownsville Addition Third Section, Cameron County, Texas, located at 2034 and 2044 Southmost Boulevard, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

Summary:

Property owner, General Auto Brokers LLC. (Hector Perez), requests a Specific Use Permit in a Traditional Neighborhood Corridor (TN-C) zoning district to allow a used car lot for Lots 4 & 5, Block 31, East Brownsville Addition Third Section, Cameron County, Texas, located at 2034 and 2044 Southmost Boulevard, Brownsville, Texas 78521.
The predominant land use in the surrounding area is commercial business. Additional uses, such as undeveloped land and single-family residential, are also present within the vicinity.

The property is located within the Town Corridor. The request is not consistent with the Future Land Use Plan. However, used car lots are a permitted use by way of Specific Use Permits within the Southmost Boulevard corridor.

Project Scope and Analysis:

The subject property consists of two platted lots with an approximate total area of 0.2754 acres and fronts Southmost Boulevard. Staff would like to point out that the current zoning of the property, Traditional Neighborhood-Corridor (TN-C), permits a mixture of commercial, multi-family, and single-family residential uses. To accommodate the more intense commercial nature of the proposed business, a Specific Use Permit is required as per the Unified Development Code (UDC). A used car lot requires that a Specific Use Permit be granted as a method to establish conditions that protect neighboring uses. If approved, staff proposes that the development be subject to the following conditions; however, the City Commission has the authority to add or remove items to this list.

- Organized parking of inventory
- Adequate space for traffic flow
- Masonry wall screening along all property lines abutting a single-family use
- All storage of inventory must be with the property
- All unloading of the inventory must be carried out within the property
- All types of work to vehicles must be done within enclosed areas
- All vehicles must be parked on improved surfaces (i.e., concrete or asphalt)

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on October 1, 2026. The Planning and Zoning Commission approves this request to grant a Specific Use Permit in a Traditional Neighborhood-Corridor (TN-C) zoning designation to allow a used car lot.

Commission Pillar:

Planning & Zoning

Attachments:

1. First Reading Zoning Case 102026
2. Case 235-2026-023-S Binder

Planning and Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

First Reading Zoning Cases

CITY COMMISSION HEARING DATE: OCTOBER 20, 2026

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2026-023-S	1	Specific Use Permit (SUP)	2034 Southmost Road	Hector Perez	To request a Specific Use Permit (SUP) in Traditional Neighborhood Corridor (TNC)	To allow a used car lot	No verbal or written opposition
235-2026-024-PD	4	Rezoning and Planned Development District (PDD)	1001 Military Highway	The Centre Offices LLC.	To rezone from Agriculture (AG) to Residential Single Family (R-1) with a Planned Development District to establish reduced setbacks and reduced lot sizes	To allow a single-family residential development with reduced setbacks and reduced lot sizes	No verbal or written opposition

ORDINANCE NUMBER 235-2026-023-S

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS TO REQUEST A SPECIFIC USE PERMIT IN A TRADITIONAL NEIGHBORHOOD CORRIDOR (TN-C) ZONING DISTRICT TO ALLOW A USED CAR LOT FOR LOTS 4 & 5, BLOCK 31, EAST BROWNSVILLE ADDITION THIRD SECTION, CAMERON COUNTY, TEXAS, LOCATED AT 2034 SOUTHMOST BOULEVARD, BROWNSVILLE, TEXAS 78521; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas To request a Specific Use Permit in a Traditional Neighborhood Corridor (TN-C) zoning district to allow a used car lot for Lots 4 & 5, Block 31, East Brownsville Addition Third Section, Cameron County, Texas, located at 2034 Southmost Boulevard, Brownsville, Texas 78521.

Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

Section 3. The property described above and by this ordinance is subject to the following conditions:

- Organized parking of inventory
- Adequate space for traffic flow
- Masonry wall screening along all property lines abutting a single-family use
- Storage of inventory within the property
- Unloading of inventory within the property
- All type of work must be done within enclosed areas
- All vehicles must be parked on improved surfaces (i.e., concrete or asphalt)

INTRODUCED at a public hearing on **October 20, 2026**. Passed at First Reading on **October 20, 2026**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **November 3, 2026**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Mayra Rios
City Secretary

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Hector Perez
Property Address: 2034 Southmost Blvd
Application Type: Specific Use Permit (SUP)
Current Zoning: Traditional Neighborhood Corridor (TN-C)

Application Date: September 3, 2026
CC Meeting Dates: 1st – October 20, 2026 / 2nd - November 3, 2026
Overlay(s): None
No. of Mail-outs: 26

Geo ID: 02-5610-0310-0040-00
Case No.: 235-2026-023-S
Proposed Use: Used Car Lot
Proposed Zoning: Traditional Neighborhood Corridor (TN-C) w/ SUP
P&Z Date: October 1, 2026
Electoral District: 1
Annexation Year: Pre - 1930
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: Lots 4 & 5, Block 31, East Brownsville Addition Third Section, Cameron County, Texas, located at 2034 Southmost Boulevard, Brownsville, TX 78521.
Roadway Frontage: The subject property is fronting Southmost Blvd, a Secondary Arterial (70' ROW).
Predominant Land Use: The predominant land use within the area is a mix of commercial and single family residential.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Commercial
East: Commercial
South: Single Family Residential
West: Commercial

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Traditional Neighborhood Corridor (TN-C)
East: Traditional Neighborhood Corridor (TN-C)
South: Traditional Neighborhood (TN)
West: Traditional Neighborhood Corridor (TN-C)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Town Corridor District. This future land use District is primarily dedicated for residential with small clusters of commercial land uses such as office and retail uses to serve residents. It is the opinion of staff that the request is not consistent with the Future Land Use Plan. However, used car lots are a permitted use by way of Specific Use Permits within the Southmost Boulevard corridor. The proposal meets the minumum requirements to qualify under the Speicifc Use Permit process.

REVIEW CRITERIA

After an analysis of the subject property and its surrounding context, staff has determined that the proposed Specific Use Permit and associated use would be generally compatible with adjacent existing zoning districts and land uses, and would not place significant or undue strain on existing public infrastructure, including water, wastewater, and transportation systems.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and observations from the Planning & Redevelopment Department, staff recommends approval of the Specific Use Permit (SUP) request for a used car lot in the existing Traditional Neighborhood Corridor (TN-C) District.


SUBJECT PROPERTIES
SOUTHMOST BLVD
E 20TH ST
E 21ST ST
N
Case No. 235-2026-023-S

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

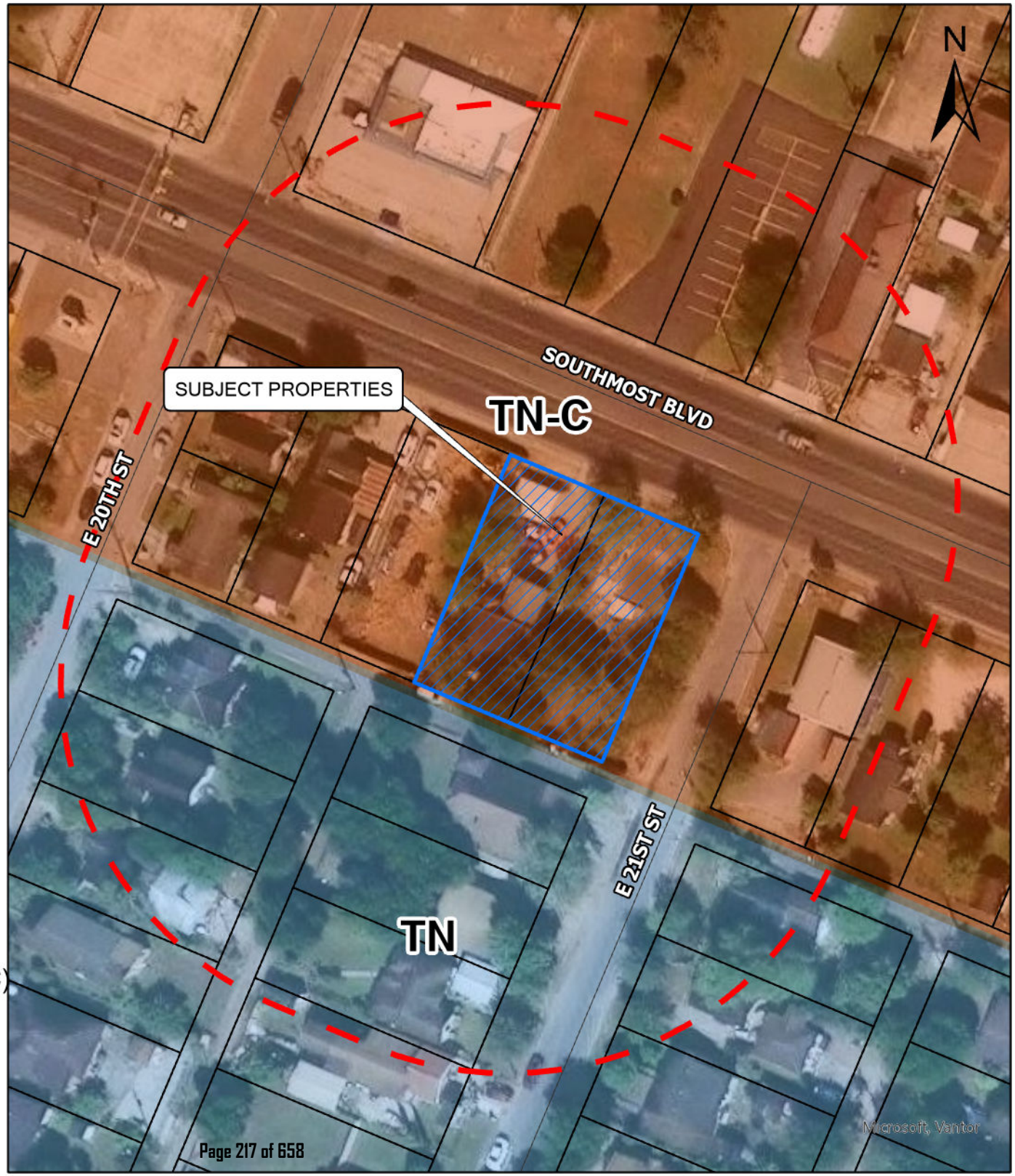
EXHIBIT "A"

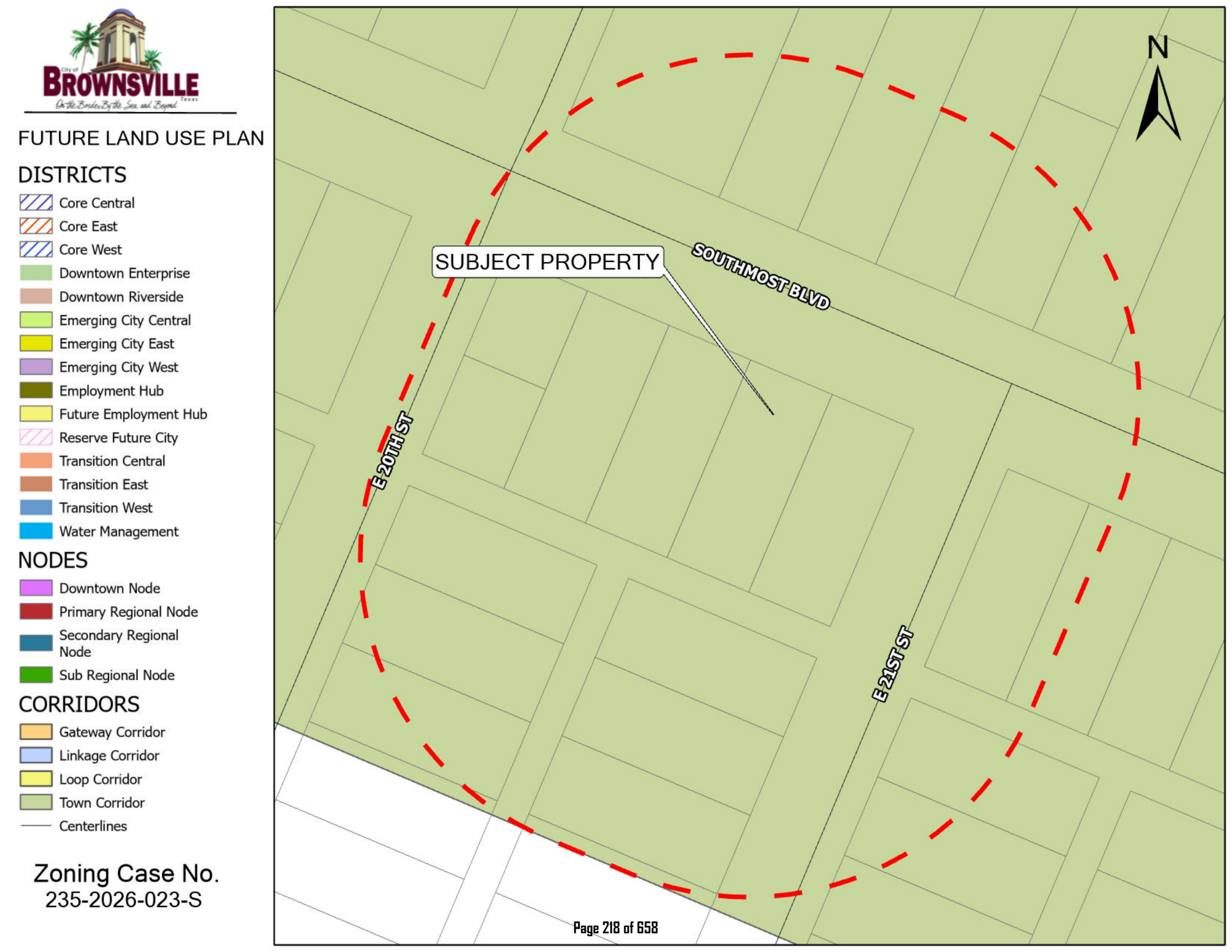
Address:
2034 Southmost Blvd,
Brownsville, Texas, 78521

Proposed Zoning:
Traditional Neighborhood Corridor (TN-C)
w/ SUP

Current Zoning:
Traditional Neighborhood Corridor (TN-C)

Brownsville Electoral District #1




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Centerlines
Zoning Case No.
235-2026-023-S
SUBJECT PROPERTY
SOUTHMOST BLVD
E 20TH ST
E 21ST ST
N

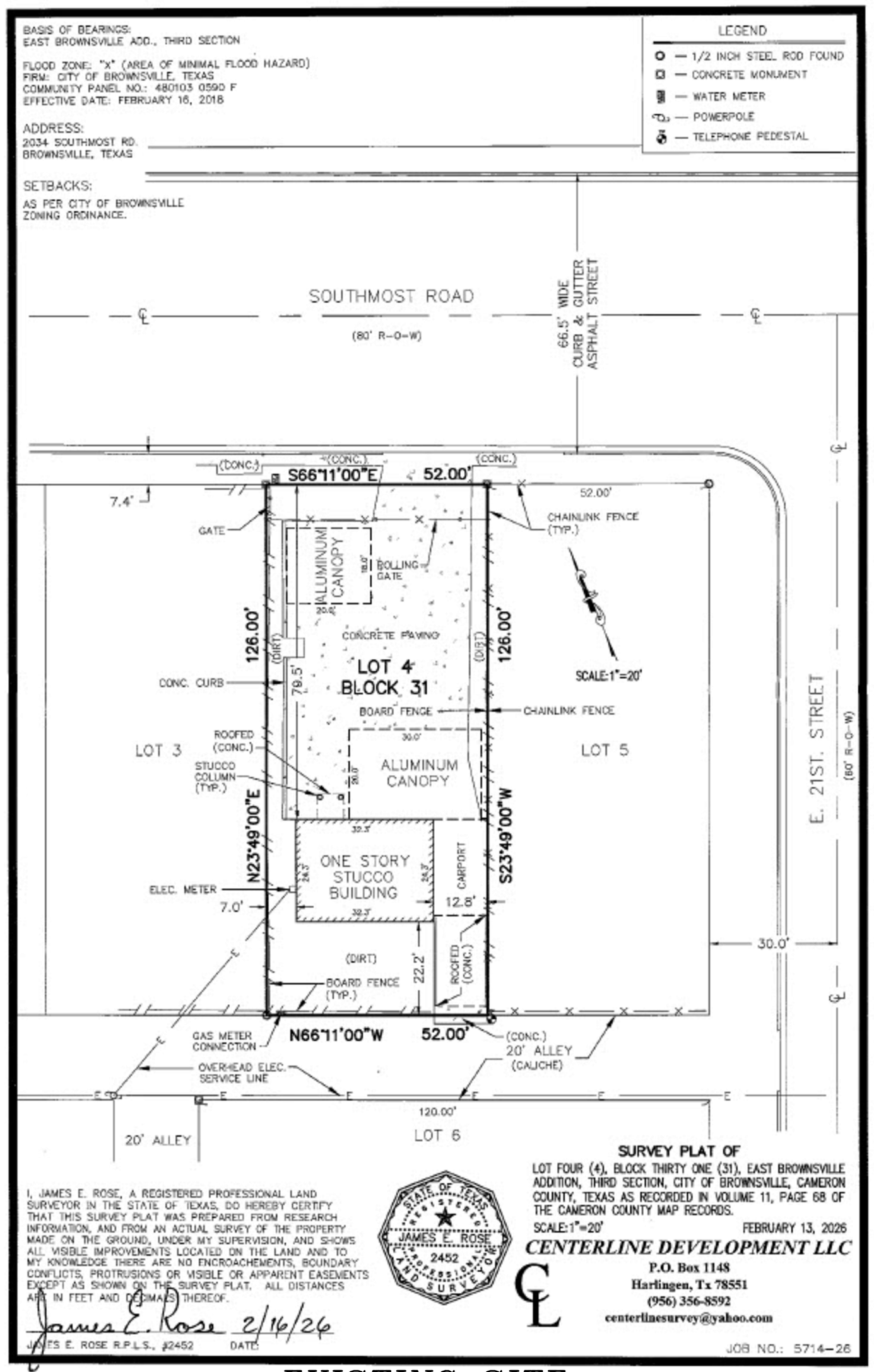
BASIS OF BEARINGS:
EAST BROWNSVILLE ADD., THIRD SECTION

FLOOD ZONE: "X" (AREA OF MINIMAL FLOOD HAZARD)
FIRM: CITY OF BROWNSVILLE, TEXAS
COMMUNITY PANEL NO.: 480103 0590 F
EFFECTIVE DATE: FEBRUARY 16, 2018

ADDRESS:
2034 SOUTHMOST RD.
BROWNSVILLE, TEXAS

SETBACKS:
AS PER CITY OF BROWNSVILLE
ZONING ORDINANCE.

LEGEND
- O — 1/2 INCH STEEL ROD FOUND
- ☐ — CONCRETE MONUMENT
- WM — WATER METER
- PP — POWERPOLE
- TP — TELEPHONE PEDESTAL



I, JAMES E. ROSE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SURVEY PLAT WAS PREPARED FROM RESEARCH INFORMATION, AND FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND, UNDER MY SUPERVISION, AND SHOWS ALL VISIBLE IMPROVEMENTS LOCATED ON THE LAND AND TO MY KNOWLEDGE THERE ARE NO ENCROACHEMENTS, BOUNDARY CONFLICTS, PROTRUSIONS OR VISIBLE OR APPARENT EASEMENTS EXCEPT AS SHOWN ON THE SURVEY PLAT. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

STATE OF TEXAS — REGISTERED — JAMES E. ROSE — 2452 — LICENSED PROFESSIONAL LAND SURVEYOR

James E. Rose 2/16/26
JAMES E. ROSE R.P.L.S., #2452 DATE

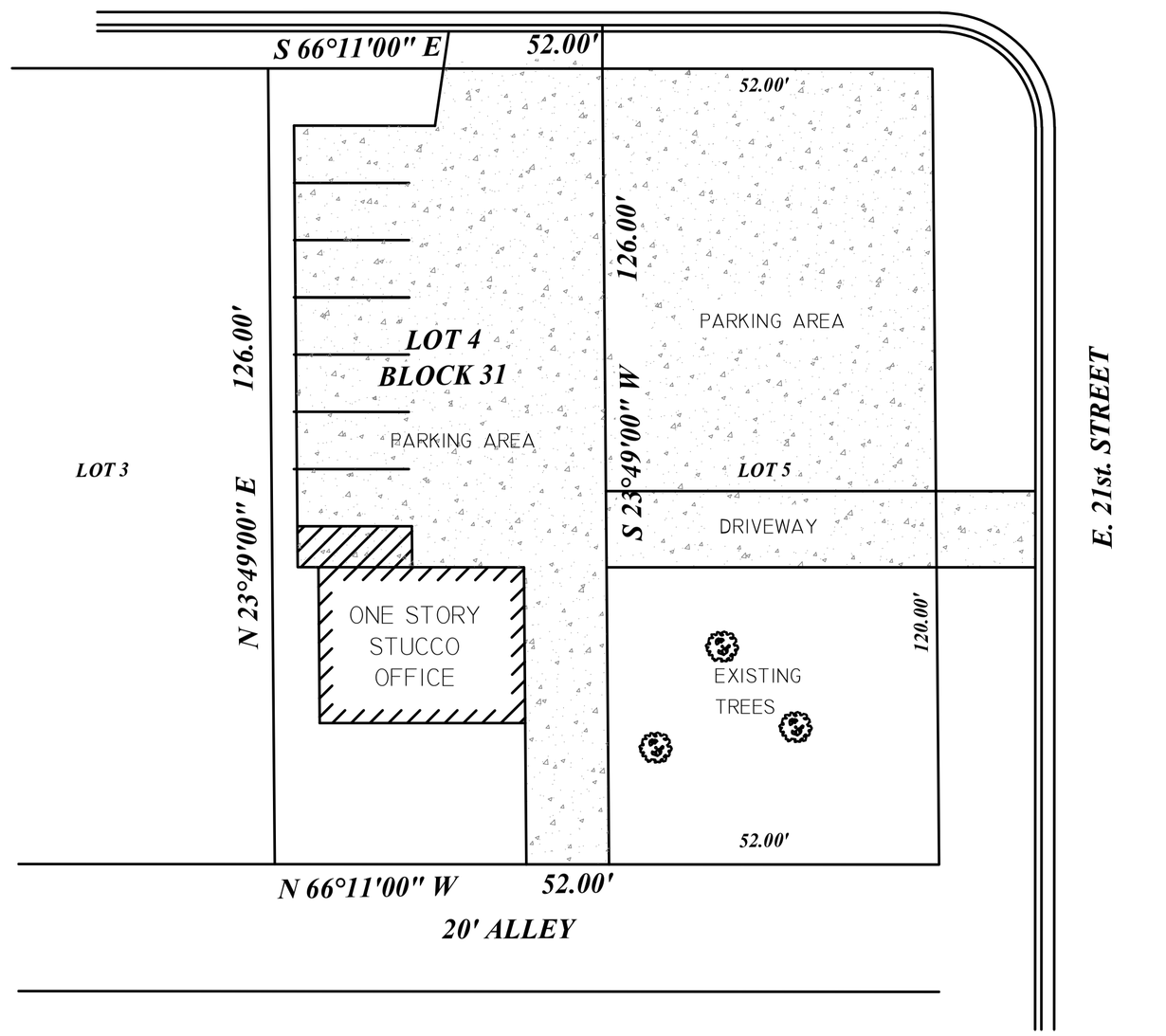
SURVEY PLAT OF
LOT FOUR (4), BLOCK THIRTY ONE (31), EAST BROWNSVILLE ADDITION, THIRD SECTION, CITY OF BROWNSVILLE, CAMERON COUNTY, TEXAS AS RECORDED IN VOLUME 11, PAGE 68 OF THE CAMERON COUNTY MAP RECORDS.

SCALE:1"=20' FEBRUARY 13, 2026

CENTERLINE DEVELOPMENT LLC
P.O. Box 1148
Harlingen, Tx 78551
(956) 356-8592
centerlinesurvey@yahoo.com

JOB NO.: 5714-26

EXISTING SITE
1" = 20'



PROPOSED SITE
1" = 20'

UNIQUE DRAFTING & DESIGN

REVISIONS

PROJECT
LOT FOUR (4) & FIVE (5), BLOCK THIRTY ONE (31) EAST BROWNSVILLE ADDITION THIRD SECTION, CITY OF BROWNSVILLE. C.C.M.R. VOL 11, PAGE 68

SHEET NAME
2034 SOUTHMOST RD.
EXISTING SITE & PROPOSED IMPROVEMENTS

SCALE: 1/4"=1'-0"
DATE: 9/20
DRAWN BY: SGM
CHECKED BY: SGM
SHEET NUMBER: 1-1

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Martin Vega, Assistant Director of Land Development Services
Date:	Tuesday, October 20, 2026
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2026-024-PD**, to rezone from Agriculture (AG) to Residential Single-Family (R-1) to allow a single-family development, and establish a Planned Development District (PD) to allow development-specific zoning regulations that would permit reduced setbacks and reduced lot sizes for 54.397 acres, being out of Block 9, and Section 1, Blocks 6, 7, 8, 9, 10, 11, and 12, Villa Nueva Subdivision, Cameron County, Texas, located at 1001 Military Highway, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

Summary:

Property owner, The Centre Offices LLC., proposes to rezone from Agriculture (AG) to Residential Single-Family (R-1) to allow a single-family development and establish a Planned Development District (PD) to allow development-specific zoning regulations that would permit reduced setbacks and reduced lot sizes, for 54.397 acres, being out of Block 9, and Section 1, Blocks 6, 7, 8, 9, 10, 11, and 12, Villa Nueva Subdivision, Cameron County, Texas, located at 1001 Military Highway, Brownsville, Texas 78520. The predominant land use in the surrounding area is undeveloped land. Additional uses, such as agricultural use, single-family residences, and commercial development, are also present within proximity of the subject property.

The property is located within the Transition West District and Future Employment Hub. The proposed zoning/use is consistent with the Future Land Use Map.

Project Scope and Analysis:

As background to the Planned Development District tool, staff would like to point out that the base zoning districts established by the UDC are intended to facilitate a broad range of development within appropriate areas of the city. However, staff recognizes that there are a variety of development types as well as unique areas within the city. Therefore, the intent of this tool is to provide a mechanism for a specialized zoning district that facilitates the creation of developments that are unique due to various factors. The PDD is intended to establish specific development standards that ensure each Planned Development exceeds the standards of the equivalent base zoning districts.
Because the subject residential development incorporates an irregular, meandering subdivision layout, several of the resulting lots have constrained and uniquely shaped building envelopes. These conditions significantly reduce the developable area available on certain lots and may require adjustments to standard lot dimensions and building setback requirements.

Approval of the proposed Planned Development District (PDD) would provide the flexibility necessary to address these site-specific constraints and allow each proposed residential structure to be more appropriately accommodated within its respective lot while maintaining the overall intent and character of the development.

The following conditions are tied to the proposed Planned Development District:

- Custom Setbacks:
  - Front – 20 feet
  - Secondary Front (corner) – 10 feet
  - Rear – 10 feet
  - Sides – 5 feet
- Custom Lot Sizes:
  - 4,303.54 square feet to 15, 031.20 square feet

Staff finds that the requested PDD would permit a cohesive design pattern within the proposed development.

Additionally, the developer is requesting a zoning change to accommodate the proposed residential density and lot sizes. The property is currently zoned Agriculture (AG), which requires a minimum lot size of 40,000 square feet and does not support the proposed development pattern.

Rezoning the property to Residential Single-Family (R-1), in conjunction with the proposed Planned Development District (PDD), would establish the appropriate residential zoning framework while allowing certain development standards—such as lot dimensions, setbacks, and other site-specific parameters—to be tailored to the unique design and configuration of the subdivision.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on October 1, 2026. The Planning and Zoning Commission approves this request to rezone from Agriculture (AG) to residential Single-Family (R-1) and create a Planned Development District (PD) to establish development-specific zoning regulations.

Commission Pillar:

Planning & Zoning

Attachments:

1. First Reading Zoning Case 102026
2. Case 235-2026-024-PD Binder

Planning and Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

First Reading Zoning Cases

CITY COMMISSION HEARING DATE: OCTOBER 20, 2026

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2026-023-S	1	Specific Use Permit (SUP)	2034 Southmost Road	Hector Perez	To request a Specific Use Permit (SUP) in Traditional Neighborhood Corridor (TNC)	To allow a used car lot	No verbal or written opposition
235-2026-024-PD	4	Rezoning and Planned Development District (PDD)	1001 Military Highway	The Centre Offices LLC.	To rezone from Agriculture (AG) to Residential Single Family (R-1) with a Planned Development District to establish reduced setbacks and reduced lot sizes	To allow a single-family residential development with reduced setbacks and reduced lot sizes	No verbal or written opposition

ORDINANCE NUMBER 235-2026-024-PD

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS TO REZONE FROM AGRICULTURE (AG) TO RESIDENTIAL SINGLE-FAMILY (R-1) TO ALLOW A SINGLE-FAMILY DEVELOPMENT, AND ESTABLISH A PLANNED DEVELOPMENT DISTRICT (PD) TO ALLOW DEVELOPMENT-SPECIFIC ZONING REGULATIONS THAT WOULD PERMIT REDUCED SETBACKS AND REDUCED LOT SIZES FOR 54.397 ACRES, BEING OUT OF BLOCK 9, AND SECTION 1, BLOCKS 6, 7, 8, 9, 10, 11, AND 12, VILLA NUEVA SUBDIVISION, CAMERON COUNTY, TEXAS, LOCATED AT 1001 MILITARY HIGHWAY, BROWNSVILLE, TEXAS 78520; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas To rezone from Agriculture (AG) to Residential Single-Family (R-1) to allow a single-family development, and establish a Planned Development District (PD) to allow development-specific zoning regulations that would permit reduced setbacks and reduced lot sizes for 54.397 acres, being out of Block 9, and Section 1, Blocks 6, 7, 8, 9, 10, 11, and 12, Villa Nueva Subdivision, Cameron County, Texas, located at 1001 Military Highway, Brownsville, Texas 78520.

Section 2. The property described above and within the boundaries of the Planned Development District described by the ordinance establishes the following development-specific zoning regulations:

- Allow the following proposed setbacks:
  - Front: Twenty (20) feet
  - Rear: Ten (10) feet
  - Sides: Five (5) feet
  - Corner: Ten (10) feet
- Allow reduced lot sizes ranging from 4,303.54 sq ft to 15,031.20 sq ft

Section 3. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **October 20, 2026**. Passed at First Reading on **October 20, 2026**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **November 3**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Mayra Rios
City Secretary

STAFF REPORT

Planning & Redevelopment Department
Zoning Division
1034 E. Levee St. 2nd Floor
Brownsville, TX 78520
(956) 548-6150

APPLICATION DETAILS

Applicant/Representative: Wendy Rodriguez
Property Address: 1001 Military Highway
Application Type: Rezone and Planned Development District (PDD)
Current Zoning: Agricultural (AG) District

Application Date: September 3, 2026
CC Meeting Dates: 1st – October 20, 2026 / 2nd - November 3, 2026
Overlay(s): None
No. of Mail-outs: 19

Geo ID: 78-6210-0090-0000-10
Case No.: 235-2026-024-PD
Proposed Use: Single Family Homes
Proposed Zoning: Residential Single Family (R-1) w/ Planned Development District (PDD)
P&Z Date: October 1, 2026
Electoral District: 4
Annexation Year: 1999
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: 54.397 acres, out of Block 9, and Section 1, Blocks 6, 7, 8, 9, 10, 11, and 12, Villa Nueva Subdivision, Cameron County, Texas, located at 1001 Military Highway, Brownsville, Texas 78520.
Roadway Frontage: The subject property is fronting US Highway 281 (Military Highway), a Primary Arterial (120' ROW).
Predominant Land Use: The predominant land use within the area is a mix of undeveloped land, agricultural, and single family residential.

ABUTTING LAND USES (*SEE ATTACHED AERIAL VIEW MAP)*

North: Undeveloped Land, Agricultural
East: Residential Single Family, Undeveloped Land
South: Undeveloped Land, Agricultural, Commercial, Single Family Residential
West: Residential Single Family, Undeveloped Land

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Agricultural (AG)
East: Agricultural (AG)
South: Agricultural (AG), Corridor Commercial (CC), Residential Estate (RE)
West: Residential Single Family (R-1), Agricultural (AG), Extraterritorial Jurisdiction (ETJ)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

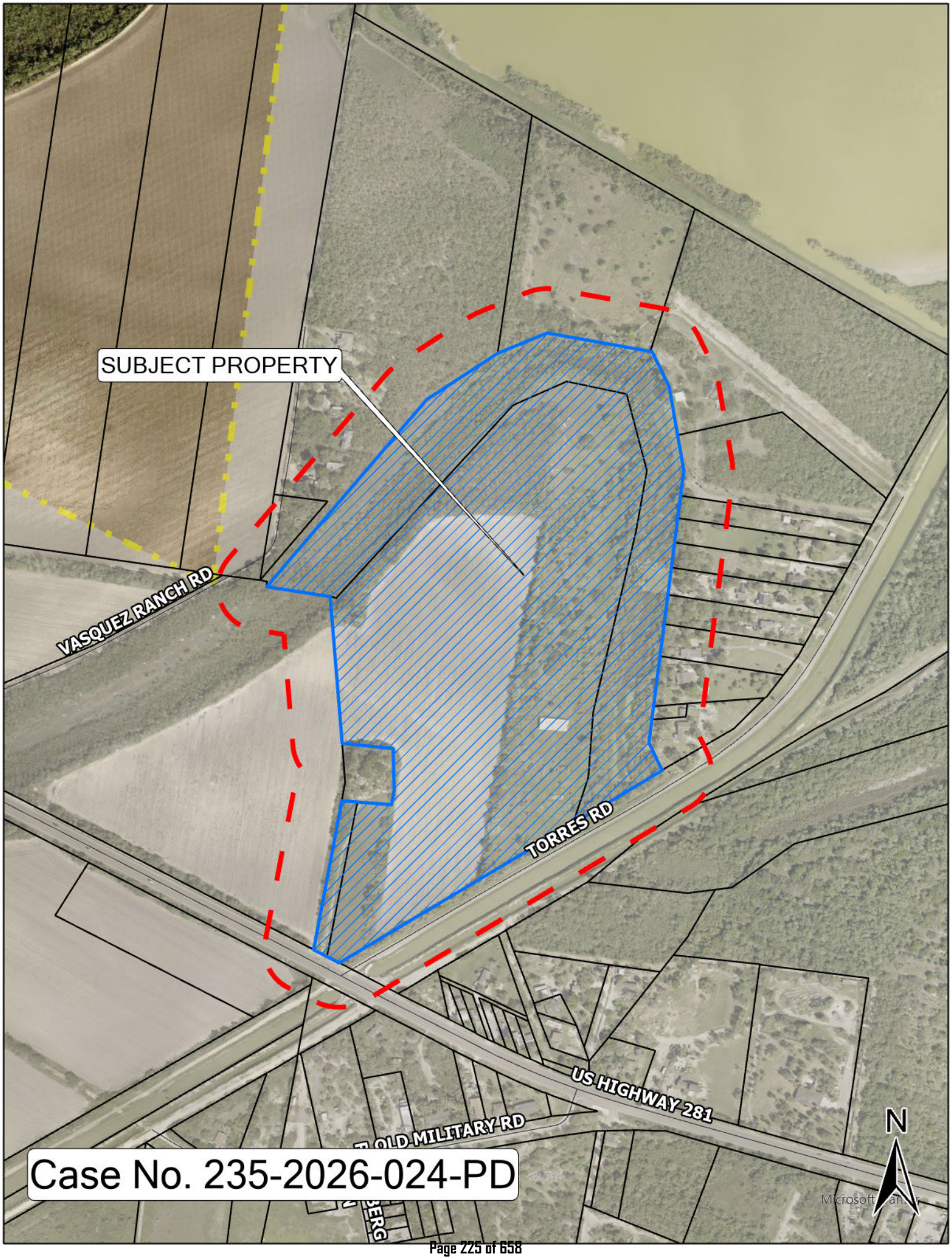
The Future Land Use Plan indicates that the subject property is located within the Transition West District and Future Employment Hub. The Transition West District is primarily residential with an average density of 2 dwelling units per acre, mostly in the form of single family homes. The non-residential uses should consist of neighborhood and service commercial, schools, parks, infrastructure and municipal support facilities, doctor and veterinarian offices, and some light industrial. This area is currently undeveloped, and should remain undeveloped until such time when the industrial, shipping, and employment needs in Brownsville are great enough to require additional space. It is the opionon of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and its surrounding context, staff has determined that the proposed zoning and associated use would be generally compatible with adjacent existing zoning districts and land uses, and would not place significant or undue strain on existing public infrastructure, including water, wastewater, and transportation systems. Staff is recommending a Planned Development District with the following conditions: reduced setbacks and reduced lot sizes.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and observations from the Planning & Redevelopment Department, staff recommends approval of both the rezone request to Residential Single Family (R-1) District and the Planned Development District (PDD) request to permit reduced setbacks and reduced lot sizes.


SUBJECT PROPERTY
VASQUEZ RANCH RD
TORRES RD
US HIGHWAY 281
OLD MILITARY RD
N
Case No. 235-2026-024-PD

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

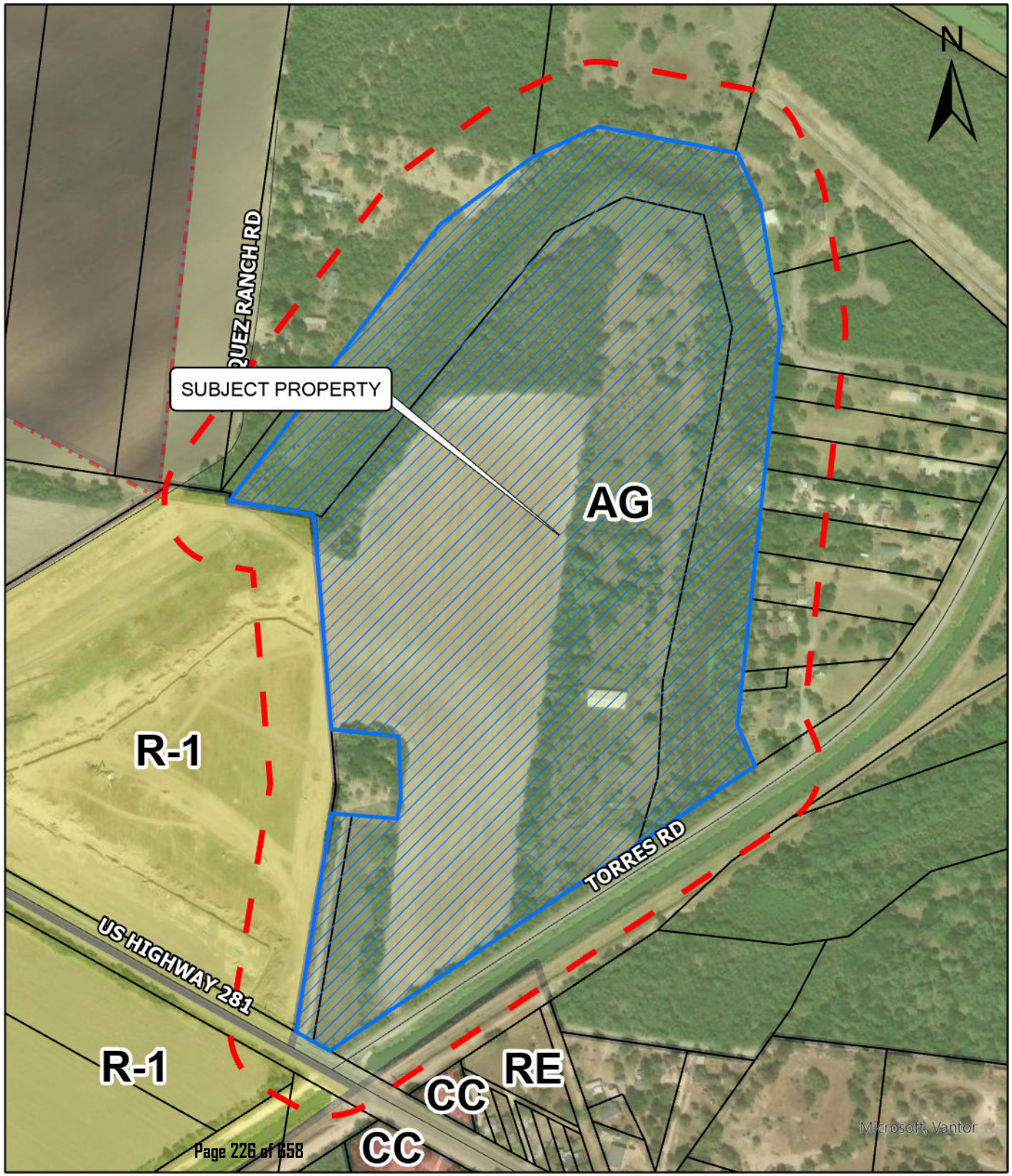
EXHIBIT "A"

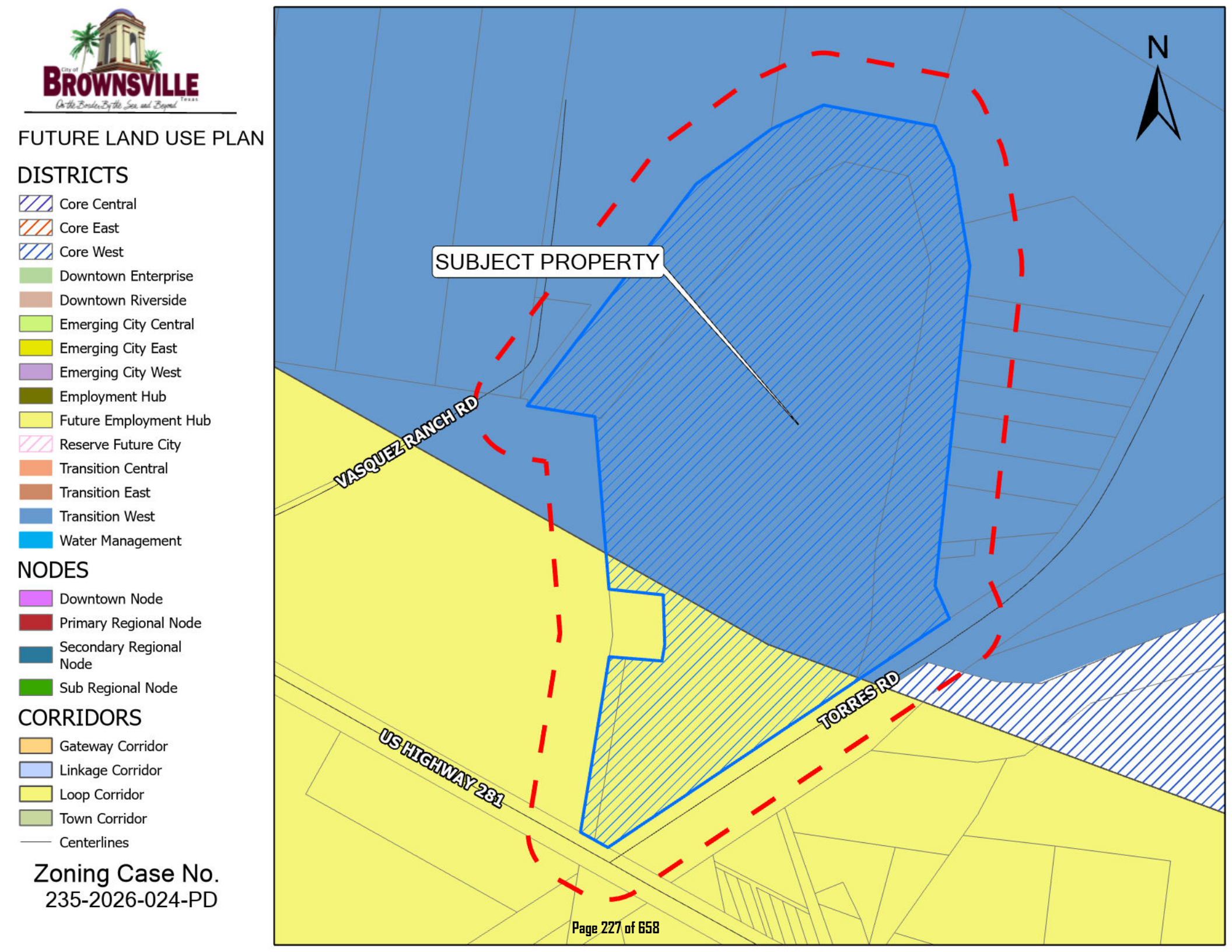
Address:
1001 Military Highway,
Brownsville, Texas, 78520

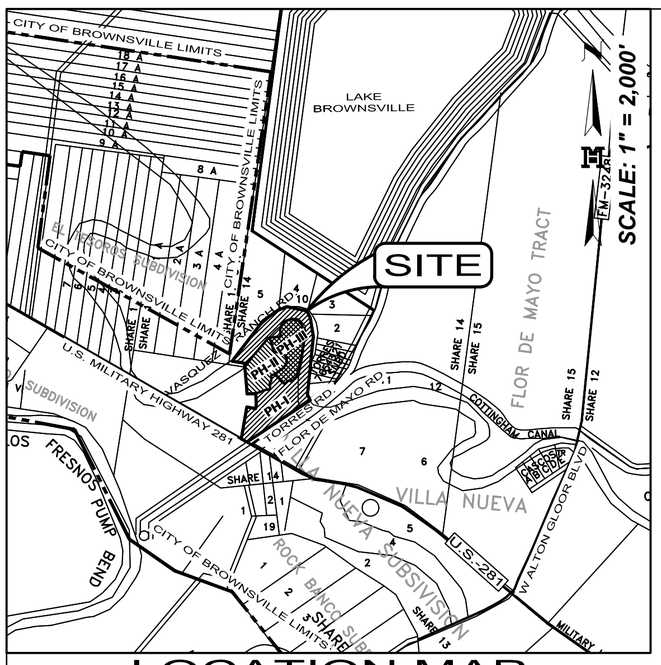
Proposed Zoning:
Residential Suburban (R-2) w/ PD

Current Zoning:
Agricultural (AG)

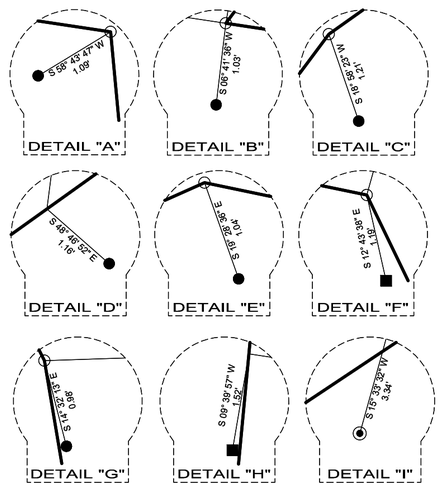
Brownsville Electoral District #4




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Centerlines
Zoning Case No.
235-2026-024-PD
SUBJECT PROPERTY
VASQUEZ RANCH RD
TORRES RD
US HIGHWAY 281
N



LOCATION MAP
SCALE: 1" = 2000'



LEGEND

R.O.W. - RIGHT OF WAY
C.C.M.R. - CAMERON COUNTY MAP RECORDS
C.C.D.R. - CAMERON COUNTY DEED RECORDS
C.C.O.R. - CAMERON COUNTY OFFICIAL RECORDS
DOC. NO. - DOCUMENT NUMBER
S.W. COR. - SOUTHWEST CORNER
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCING
D.E. - DRAINAGE EASEMENT
U.E. - UTILITY EASEMENT
A-A - EDGE OF ASPHALT TO EDGE OF ASPHALT
B-B - BACK OF CURB TO BACK OF CURB
S.F. - SQUARE FEET
AC. - ACRES
℄ CENTER LINE
● FOUND No.4 REBAR
■ FOUND CONCRETE MONUMENT
◉ FOUND PIPE
Ⓜ SET MHI DISK
○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC
○ CURVE START OR END

GENERAL NOTE:
1. SETBACK:
FRONT: 20 FEET ON MILITARY HIGHWAY, 25 FEET ON ALL OTHER STREET
REAR: 10 FEET
SIDE : 5 FEET
CORNER: 10 FEET
COMPLY WITH SETBACKS OR EASEMENTS WHICHEVER IS GREATER

LOT 4
ENRIQUE PENA
WARRANTY DEED
VOLUME 505, PAGE 34, C.C.O.R.

LOT 5
ENRIQUE PENA
WARRANTY DEED
VOLUME 400, PAGE 141,C.C.D.R.

LOT 3
DANICA PENA
WARRANTY DEED
"CORRECTION"
DOC. NO. 2022-29044
C.C.O.R.

LOT 2
DANICA PENA
CORRECTION GENERAL
WARRANTY DEED
DOC. NO. 2022-31021
C.C.O.R.

LOT 1
BLOCK 10
ARMANDO A. OLIVAS & ROSALIA T. OLIVA
GENERAL WARRANTY DEED
DOCUMENT #2013-5437 C.C.O.R.

BENCHMARK #1
FND. MONUMENT
N:16511122.383
E:1294621.933
ELEV:37.17'

BENCHMARK #2
FND. MONUMENT
N:16511675.839
E:1294509.176
ELEV:37.71'

BEARING BASIS AS PER TEXAS STATE PLANE GRID COORDINATE SYSTEM NAD 83 TEXAS SOUTH 4205

SCALE: 1" = 100'

B L O C K 1 0

SEE DETAIL "E"
SEE DETAIL "D"
SEE DETAIL "F"
SEE DETAIL "G"
SEE DETAIL "C"
SEE DETAIL "B"
SEE DETAIL "A"
SEE DETAIL "H"
SEE DETAIL "I"

N 66° 04' 36" E 188.00'
S 78° 12' 24" E 386.80'
N 54° 29' 36" E 331.80'
S 25° 43' 24" E 146.20'
S 09° 36' 24" E 344.40'
S 05° 20' 36" W 1095.50'
N 36° 51' 36" E 943.32'
N 81° 24' 43" W 231.97'
N 05° 17' 30" W 487.84'
N 02° 59' 30" W 87.39'
S 87° 08' 54" W 164.69'
N 02° 48' 40" W 198.77'
N 09° 17' 16" E 82.50'
S 80° 47' 22" E 164.59'
N 09° 28' 30" E 600.56'
S 56° 19' 36" W 1413.86'
N 60° 42' 56" W 118.35'
S 27° 27' 24" E 114.98'
N 09° 28' 30" E 144.46'

FLOOD ZONE "A"
FLOOD ZONE "X"
RESACA DE LA PALMA
RESACA MAINTENANCE, WATER TRANSPORTATION, STORAGE AND DREDGING RIGHT-OF-WAY AND EASEMENT DEDICATED TO THE CITY OF BROWNSVILLE FOR THE BENEFIT AND USE OF THE BROWNSVILLE PUBLIC UTILITIES BOARD (BPUB)
NATIONAL KINGDOM CORP. VOLUME 1270, PAGE 39, C.C.O.R.
40.0' ROAD EASEMENT, VOLUME 11, PAGE 66, C.C.M.R.
RIVER WOODS DR
ASTORIA LANE
AMBER LANE
ALPHA LANE
RIVER WOOD ESTATES SUBDIVISION C.C.O.R. DOC. NO. _____
MOST REVEREND JOHN J. FITZPATRICK, BISHOP OF THE ROMAN CATHOLIC DIOCESE OF BROWNSVILLE QUITCLAIM DEED VOLUME 114, PAGE 315, C.C.D.R.
40.0' ROADWAY EASEMENT (VOLUME 11, PAGE 66, C.C.M.R)
ROADWAY EASEMENT, VOLUME 1259, PAGE 124, C.C.D.R.
ROADWAY EASEMENT, VOLUME 1259, PAGE 124, C.C.D.R.
U.S. HIGHWAY 281
100.0' R.O.W.
CAMERON COUNTY VOLUME 232, PAGE 207, C.C.D.R.
TORRES ROAD
40.0' R.O.W.
TORRES SUBDIVISION VOLUME 32, PAGE 19, C.C.M.R.
P.O.B.
P.O.C.
S.W. COR. BLOCK 9

BLOCK 1 BLOCK 2 BLOCK 3 BLOCK 4 BLOCK 5 BLOCK 6 BLOCK 7 BLOCK 8 BLOCK 9 BLOCK 10 BLOCK 11 BLOCK 12 BLOCK 13 BLOCK 14 BLOCK 15 BLOCK 16 BLOCK 17 BLOCK 18 BLOCK 19
STREET A STREET B STREET C STREET D
PHASE I PHASE II PHASE III
C.A.1 C.A.2 C.A.3 C.A.4 C.A.5 C.A.6 C.A.7 C.A.10 C.A.11 C.A.12 C.A.13 C.A.14 C.A.15 C.A.16
R60.0' R.O.W. 32.0' B-B 15.0' U.E.
50.0' R.O.W. 32.0' B-B 15.0' U.E.
10.0' U.E.
8"WL 8"SS 8"SD 18"SD

MASTER RIO VIEJO SUBDIVISION

PHASE I	BLOCK 1	LOTS #1 - #22	
	BLOCK 2	LOTS #1 - #24	
	BLOCK 3	LOTS #1 - #6	74 LOTS
	BLOCK 4	LOTS #1 - #22	1,444,234.65 S.F.
	C.A.	#1, #2, #3, #4, #5	33.155 ACRES
PHASE II	BLOCK 5	LOTS #1 - #14	
	BLOCK 6	LOTS #1 - #9	
	BLOCK 7	LOTS #1 - #8	
	BLOCK 8	LOTS #1 - #13	
	BLOCK 9	LOTS #1 - #8	
	BLOCK 10	LOTS #1 - #6	61 LOTS
	BLOCK 11	LOTS #1 - #3	465,442.15 S.F.
	C.A.	#6, #11, #15, #16	10.685 ACRES
PHASE III	BLOCK 12	LOTS #1 - #6	
	BLOCK 13	LOTS #1 - #3	
	BLOCK 14	LOTS #1 - #12	
	BLOCK 15	LOTS #16 - #15	
	BLOCK 16	LOTS #1 - #5	
	BLOCK 17	LOTS #1 - #8	
	BLOCK 18	LOTS #1 - #7	60 LOTS
	BLOCK 19	LOTS # 1 - #8	459,872.41 S.F.
	C.A.	#10, #12, #13, #14, #17	10.557 ACRES
		195 TOTAL LOTS	54.397 TOTAL ACRES

PLANNED DEVELOPMENT DISTRICT OF

RIO VIEJO SUBDIVISION

A TRACT OF LAND CONTAINING 54.397 ACRES SITUATED IN CAMERON COUNTY, TEXAS, BEING ALL OF BLOCK 9 AND SECTION 1, BLOCKS 6, 7, 8, 9, 10, 11 AND 12, VILLA NUEVA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11, PAGES 65-66, CAMERON COUNTY MAP RECORDS, WHICH SAID 54.397 ACRE TRACT IS OUT OF A CERTAIN TRACT CONVEYED TO LONGORIA PORPERTIES LLC, A TEXAS LIMITED LIABILITY COMPANY, BY VIRTUE OF A CORRECTION DEED RECORDED IN VOLUME 12363, PAGE 214, CAMERON COUNTY OFFICIAL RECORDS.
PROPERTY ID: 158284

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com
TBPLS No. 10096900

DRAWN BY: J.R. DATE: 08/17/2026
REVISED BY: _____ DATE: _____
SURVEYED, CHECKED: _____ DATE: _____
FINAL CHECK: _____ DATE: _____

SHEET 1 OF 1

PHASE I

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
1	BLOCK 1	8,110.51	0.186
2	BLOCK 1	6,338.28	0.146
3	BLOCK 1	6,689.70	0.154
4	BLOCK 1	6,817.84	0.157
5	BLOCK 1	7,016.23	0.161
6	BLOCK 1	6,855.62	0.157
7	BLOCK 1	6,069.46	0.139
8	BLOCK 1	5,627.29	0.129
9	BLOCK 1	6,300.78	0.145
10	BLOCK 1	7,135.01	0.164
11	BLOCK 1	7,342.49	0.169

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
12	BLOCK 1	6,106.21	0.140
13	BLOCK 1	5,148.52	0.118
14	BLOCK 1	4,581.95	0.105
15	BLOCK 1	4,569.12	0.105
16	BLOCK 1	5,320.04	0.122
17	BLOCK 1	6,075.07	0.139
18	BLOCK 1	5,640.18	0.129
19	BLOCK 1	5,131.87	0.118
20	BLOCK 1	4,447.11	0.102
21	BLOCK 1	4,879.30	0.112
22	BLOCK 1	4,704.45	0.108

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
1	BLOCK 4	6,675.27	0.153
2	BLOCK 4	5,315.00	0.122
3	BLOCK 4	6,167.71	0.142
4	BLOCK 4	6,174.00	0.142
5	BLOCK 4	6,210.01	0.143
6	BLOCK 4	6,177.38	0.142
7	BLOCK 4	6,203.66	0.142
8	BLOCK 4	6,350.76	0.146
9	BLOCK 4	5,362.93	0.123
10	BLOCK 4	5,122.94	0.118
11	BLOCK 4	5,182.43	0.119

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
12	BLOCK 4	5,194.89	0.119
13	BLOCK 4	5,207.48	0.120
14	BLOCK 4	5,250.07	0.121
15	BLOCK 4	5,143.49	0.118
16	BLOCK 4	5,128.12	0.118
17	BLOCK 4	5,153.82	0.118
18	BLOCK 4	5,177.40	0.119
19	BLOCK 4	5,133.87	0.118
20	BLOCK 4	4,852.22	0.111
21	BLOCK 4	4,684.49	0.108
22	BLOCK 4	6,337.30	0.145

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
1	BLOCK 2	14,614.93	0.336
2	BLOCK 2	10,676.95	0.245
3	BLOCK 2	8,502.77	0.195
4	BLOCK 2	6,607.42	0.152
5	BLOCK 2	5,471.66	0.126
6	BLOCK 2	4,893.73	0.112
7	BLOCK 2	4,520.05	0.104
8	BLOCK 2	4,762.34	0.109
9	BLOCK 2	6,037.35	0.139
10	BLOCK 2	7,299.64	0.168
11	BLOCK 2	9,186.97	0.211
12	BLOCK 2	4,870.84	0.112

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
13	BLOCK 2	7,838.39	0.180
14	BLOCK 2	4,303.54	0.099
15	BLOCK 2	4,922.07	0.113
16	BLOCK 2	6,064.87	0.139
17	BLOCK 2	10,221.00	0.235
18	BLOCK 2	8,630.20	0.198
19	BLOCK 2	7,383.57	0.170
20	BLOCK 2	6,608.65	0.152
21	BLOCK 2	5,356.93	0.123
22	BLOCK 2	6,968.05	0.160
23	BLOCK 2	5,589.57	0.128
24	BLOCK 2	5,505.55	0.126

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
1	BLOCK 3	4,661.74	0.107
2	BLOCK 3	5,373.81	0.123
3	BLOCK 3	6,559.43	0.151
4	BLOCK 3	6,665.73	0.153
5	BLOCK 3	7,149.81	0.164
6	BLOCK 3	7,037.76	0.162

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
1	C.A.	19,629.47	0.451
2	C.A.	793,798.72	18.223
3	C.A.	4,304.37	0.099
4	C.A.	3,310.96	0.076
5	C.A.	13,183.33	0.303

PHASE II

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
1	BLOCK 5	4,384.44	0.101
2	BLOCK 5	4,663.06	0.107
3	BLOCK 5	5,391.05	0.124
4	BLOCK 5	6,074.61	0.139
5	BLOCK 5	6,430.29	0.148
6	BLOCK 5	6,193.02	0.142
7	BLOCK 5	5,927.96	0.136
8	BLOCK 5	6,057.87	0.139
9	BLOCK 5	6,242.83	0.143
10	BLOCK 5	5,383.29	0.124
11	BLOCK 5	5,769.69	0.132
12	BLOCK 5	5,445.26	0.125
13	BLOCK 5	4,919.28	0.113
14	BLOCK 5	4,912.99	0.113

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
1	BLOCK 6	5,248.72	0.120
2	BLOCK 6	4,976.92	0.114
3	BLOCK 6	5,597.93	0.129
4	BLOCK 6	6,968.65	0.160
5	BLOCK 6	10,216.02	0.235
6	BLOCK 6	11,467.22	0.263
7	BLOCK 6	8,117.71	0.186
8	BLOCK 6	8,951.42	0.205
9	BLOCK 6	15,031.20	0.345

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
1	BLOCK 7	4,646.67	0.107
2	BLOCK 7	4,456.73	0.102
3	BLOCK 7	4,559.00	0.105
4	BLOCK 7	4,951.77	0.114
5	BLOCK 7	5,707.66	0.131
6	BLOCK 7	5,782.28	0.133
7	BLOCK 7	6,055.12	0.139
8	BLOCK 7	6,132.93	0.141

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
1	BLOCK 8	6,118.14	0.140
2	BLOCK 8	5,917.41	0.136
3	BLOCK 8	5,716.88	0.131
4	BLOCK 8	5,654.14	0.130
5	BLOCK 8	8,459.73	0.194
6	BLOCK 8	7,043.72	0.162
7	BLOCK 8	6,283.44	0.144
8	BLOCK 8	6,793.22	0.156
9	BLOCK 8	4,670.45	0.107
10	BLOCK 8	4,541.20	0.104
11	BLOCK 8	4,940.34	0.113
12	BLOCK 8	5,381.10	0.124
13	BLOCK 8	5,298.74	0.122

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
1	BLOCK 9	7,206.95	0.165
2	BLOCK 9	4,722.75	0.108
3	BLOCK 9	4,989.25	0.115
4	BLOCK 9	5,559.18	0.128
5	BLOCK 9	5,937.02	0.136
6	BLOCK 9	5,283.30	0.121
7	BLOCK 9	4,435.25	0.102
8	BLOCK 9	4,444.25	0.102

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
1	BLOCK 10	4,849.17	0.111
2	BLOCK 10	4,958.36	0.114
3	BLOCK 10	4,908.67	0.113
4	BLOCK 10	4,699.09	0.108
5	BLOCK 10	4,391.99	0.101
6	BLOCK 10	4,605.78	0.106

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
1	BLOCK 11	4,664.38	0.107
2	BLOCK 11	5,834.13	0.134
3	BLOCK 11	6,942.49	0.159

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
6	C.A.	3,473.83	0.080
11	C.A.	1,958.91	0.045
15	C.A.	2,078.22	0.048
16	C.A.	2,117.09	0.049

PHASE III

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
1	BLOCK 12	6,689.92	0.154
2	BLOCK 12	6,365.73	0.146
3	BLOCK 12	6,390.55	0.147
4	BLOCK 12	6,903.79	0.158
5	BLOCK 12	5,977.19	0.137
6	BLOCK 12	5,244.76	0.120

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
1	BLOCK 13	5,262.08	0.121
2	BLOCK 13	5,272.64	0.121
3	BLOCK 13	5,457.12	0.125

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
1	BLOCK 14	5,442.41	0.125
2	BLOCK 14	5,203.36	0.119
3	BLOCK 14	5,240.44	0.120
4	BLOCK 14	5,200.27	0.119
5	BLOCK 14	5,328.22	0.122
6	BLOCK 14	5,348.60	0.123
7	BLOCK 14	5,352.82	0.123
8	BLOCK 14	5,387.05	0.124
9	BLOCK 14	4,904.03	0.113
10	BLOCK 14	4,365.60	0.100
11	BLOCK 14	4,404.52	0.101
12	BLOCK 14	4,859.97	0.112

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
1	BLOCK 15	5,940.22	0.136
2	BLOCK 15	6,886.54	0.158
3	BLOCK 15	5,610.16	0.129
4	BLOCK 15	6,233.95	0.143
5	BLOCK 15	9,520.52	0.219

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
1	BLOCK 16	4,930.93	0.113
2	BLOCK 16	5,318.03	0.122
3	BLOCK 16	5,341.89	0.123
4	BLOCK 16	7,056.92	0.162
5	BLOCK 16	6,959.07	0.160

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
1	BLOCK 17	5,074.60	0.116
2	BLOCK 17	4,962.96	0.114
3	BLOCK 17	4,482.17	0.103
4	BLOCK 17	4,332.01	0.099
5	BLOCK 17	4,425.32	0.102
6	BLOCK 17	4,863.61	0.112
7	BLOCK 17	5,632.63	0.129
8	BLOCK 17	6,797.85	0.156

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
1	BLOCK 18	7,053.83	0.162
2	BLOCK 18	5,908.59	0.136
3	BLOCK 18	5,172.92	0.119
4	BLOCK 18	4,757.75	0.109
5	BLOCK 18	4,849.79	0.111
6	BLOCK 18	5,392.02	0.124
7	BLOCK 18	5,764.24	0.132
8	BLOCK 18	6,310.07	0.145
9	BLOCK 18	6,251.01	0.144
10	BLOCK 18	6,220.08	0.143
11	BLOCK 18	6,353.22	0.146
12	BLOCK 18	6,564.32	0.151
13	BLOCK 18	6,697.62	0.154

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
1	BLOCK 19	6,241.58	0.143
2	BLOCK 19	7,698.52	0.177
3	BLOCK 19	7,668.84	0.176
4	BLOCK 19	7,355.25	0.169
5	BLOCK 19	8,006.11	0.184
6	BLOCK 19	7,116.14	0.163
7	BLOCK 19	6,537.17	0.150
8	BLOCK 19	6,590.31	0.151

LOT AREA TABLE			
LOT #	BLOCK #	SQ.FT.	ACRES
10	C.A.	4,082.37	0.094
12	C.A.	7,524.18	0.173
13	C.A.	2,627.33	0.060
14	C.A.	3,434.44	0.079
17	C.A.	1,987.23	0.046

PLANNED DEVELOPMENT DISTRICT OF

RIO VIEJO SUBDIVISION

A TRACT OF LAND CONTAINING 54.397 ACRES SITUATED IN CAMERON COUNTY, TEXAS, BEING ALL OF BLOCK 9 AND SECTION 1, BLOCKS 6, 7, 8, 9, 10, 11 AND 12, VILLA NUEVA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11, PAGES 65-66, CAMERON COUNTY MAP RECORDS, WHICH SAID 54.397 ACRE TRACT IS OUT OF A CERTAIN TRACT CONVEYED TO LONGORIA PORPERTIES LLC, A TEXAS LIMITED LIABILITY COMPANY, BY VIRTUE OF A CORRECTION DEED RECORDED IN VOLUME 12363, PAGE 214, CAMERON COUNTY OFFICIAL RECORDS.

PROPERTY ID: 158284

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com
TBPLS No. 10096900

DRAWN BY: J.R. ***DATE:*** 08/17/2026

REVISED BY: ***DATE:***

SURVEYED, CHECKED: ***DATE:***

FINAL CHECK: ***DATE:***

SHEET 1 OF 1

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
MARIO A. REYNA • ALLAN F. BOOE • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ
TBPELS Firm # F-1435
TBPELS # 10096900

RIO VIEJO SUBDIVISION

PLANNED DEVELOPMENT DISTRICT (PDD)

Location: Northwest corner of Military Highway (FM 281) and Torres Road

Legal Description: 54.397 acres being out of Block 9, and Section 1, Blocks 6, 7, 8, 9, 10, 11 and 12, Villa Nueva Subdivision, Volume 11, Pages 65-66, C.C.M.R. Cameron County, Texas

Narrative Statement

On behalf of the developer, The Centre Offices, LLC, Melden & Hunt, Inc., is pleased to formally submit this **Rio Viejo Subdivision Planned Development District (PDD).** The proposed development is intended to provide a cohesive residential neighborhood with an organized street network, residential lots, utility infrastructure, drainage facilities, and common areas.

This PDD represents a 3-phase, master-planned residential community encompassing **54.397 acres** within west Brownsville. The primary goal of this PDD application is to establish custom land-use guidelines, regulatory development standards, and unified site infrastructure that fosters this high-quality residential community, promote internal pedestrian connectivity, and integrate essential community facilities—including the **Veterans High School**—into a cohesive residential environment.

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
MARIO A. REYNA • ALLAN F. BOOE • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ
TBPELS Firm # F-1435
TBPELS # 10096900

RIO VIEJO SUBDIVISION

PLANNED DEVELOPMENT DISTRICT (PDD)

STATEMENT

City of Brownsville, Cameron County, Texas

Project Name: Rio Viejo Planned Development District (PDD)

Applicant / Developer: The Centre Offices, LLC

Engineer / Surveyor: Melden & Hunt, Inc.

1. Executive Summary & Purpose Statement

Purpose & Intent:

This Planned Development District (PDD) amendment narrative statement and accompanying Concept Plan establish custom zoning and land-use standards for a **54.397-acre** master-planned development located within the City of Brownsville. The Rio Viejo PDD will create a balanced, integrated community comprising single-family residential neighborhoods.

2. Property Description & Context

- **Legal Description:**
  A Tract of Land containing 54.397 acres situated in Cameron County, Texas, being out of Block 9 and Section 1, Blocks 6, 7, 8, 9, 10, 11 And 12, Villa Nueva Subdivision, according to the plat thereof recorded in Volume 11, Pages 65-66, Cameron County Map Records, which said 54.397 acre tract is out of a certain tract conveyed to Longoria Properties LLC, a Texas Limited Liability Company, by virtue of a Correction Deed Recorded in Volume 12363, Page 214, Cameron County Official Records. County, Texas (2/3 Interest) And Volume 1081, Page 702 Of The Deed Records Of Cameron County, Texas (1/3 Interest).

- **Location:** Northwest corner of Military Highway (FM 281) and Torres Road, Brownsville, Texas
- **Base District:** Agricultural to Single-Family Homes (PDD Rezoning)
- **Surrounding Land Uses:**
  - **North:** Agricultural / Rural Residential/ Open Space
  - **South:** Military Highway, Rio Grande River
  - **East:** Agricultural
  - **West:** Veterans High School, Agricultural
- **Surrounding Roads:**
  - This community has 2 entrances: Military Highway and Torres Road

3. Land Use & Master Density Breakdown

Phase / Reserve Tract	Area (Acres)	Lots / Units	Primary Land Use
Phase 1	60.843	74	Single-Family Residential
Phase 2	10.685	61	Single-Family Residential
Phase 3	10.557	60	Single-Family Residential
Total PDD Master Plan	**54.397 acres**	**195 Lots**	

4. Waivers

- **Building Standards**:
  - **Setbacks**:
    - **Front**: 20 ft.
    - **Rear**: 10 ft.
    - **Sides**: 5 ft.
    - **Corner**: 10 ft.

  - **Lot Size**:
    - **4,303.54 sq. ft. to 15,031.20 sq. ft.**

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Will Trevino, City Attorney
Date:	Tuesday, October 20, 2026
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** of **Ordinance Number 2026-1833** to repeal and restate Chapter 14, "Aviation," Article III, "Airport Zoning Board," to modify the board composition and provide for an appellate body. (Airport Department)

Summary:

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:
Economic Development, Planning & Zoning, Infrastructure, Public Safety, Quality of Life & Vibrancy, Governance

Attachments:
1. Article III - AZB Ordinance

ORDINANCE NUMBER 2026-1833

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, AMENDING CHAPTER 14, "AVIATION," ARTICLE III, AIRPORT ZONING BOARD, BY AMENDING SECTION 14-91 THRU 14-93; TO DESIGNATE THE CITY OF BROWNSVILLE PLANNING AND ZONING COMMISSION AS THE AIRPORT ZONING BOARD AND ALIGN AIRPORT ZONING RESPONSIBILITIES WITH THE CITY'S EXISTING ADMINISTRATIVE STRUCTURE AT THE BROWNSVILLE SOUTH PADRE ISLAND INTERNATIONAL AIRPORT; PROVIDING SAVINGS, REPEALING, AND SEVERABILITY CLAUSES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Brownsville, Texas (the "City") is a home rule municipality; and

WHEREAS, the City Commission of the City of Brownsville, Texas (the "City Commission") supports citizens' freedom to exercise their constitutional right of free speech as long as such activity does not interfere with the safe and efficient operation of the Brownsville South Padre Island International Airport (the "Airport") or impede its passengers, tenants or members of the general public; and

WHEREAS, the City Commission finds it necessary to amend Chapter 14, Article III, of the City of Brownsville Code of Ordinances to designate the Planning and Zoning Commission as the Airport Zoning Board, in accordance with Chapter 241 of the Texas Local Government Code; and

WHEREAS, the City Commission finds that consolidating airport zoning responsibilities under the existing Planning and Zoning Commission will streamline administrative procedures and promote consistency in the review of zoning matters; and

WHEREAS, the City Commission finds that adopting the proposed amendments is necessary and proper to promote the City's effective and efficient government.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, THAT:

SECTION 1. FINDINGS. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City of Brownsville and made a part of this ordinance for all purposes and findings of fact.

SECTION 2. AMENDMENT. Amending Chapter 14, "Aviation," Article IIII "AIRPORT ZONING BOARD", Sections 14

Chapter 14 – Aviation
Article III – AIRPORT ZONING BOARD

Sec. 14-91. - Created.

Subject to applicable state law and any required coordination or agreement with Cameron County, the Planning and Zoning Commission of the City of Brownsville, as established under Article 2, Section 2.1.2 of the Unified Development Code, is hereby designated to serve as the Airport Zoning Board for the City of Brownsville.

The Planning and Zoning Commission shall exercise the powers and duties of an Airport Zoning Board in accordance with Chapter 241 of the Texas Local Government Code and all applicable airport zoning regulations.

Sec. 14-92. - Reserved.

Sec. 14-93. - Reserved.

SECTION 3. SAVINGS/REPEALING CLAUSE. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4. SEVERABILITY. Should any section, subsection, sentence, clause, phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Brownsville hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5. EFFECTIVE DATE. Pursuant to the City Charter, this Ordinance shall become effective upon its second and final reading and passage.

SECTION 6. OPEN MEETINGS. It is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law and that public notice of the time, place, and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code.

INTRODUCED and PASSED at a PUBLIC HEARING and FIRST READING on this the 20th day of October 2026.

APPROVED AND PASSED on the SECOND and FINAL READING on this the 3th day of November 2026.

John Cowen, Jr.
Mayor

ATTEST:

Marina Zolezzi
Interim City Secretary

APPROVED AS TO FORM:

Guillermo (Will) S. Trevino
City Attorney

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Alan Guard, City Manager, Will Trevino, City Attorney
Date:	Tuesday, October 20, 2026
Agenda #:	Consideration and **ACTION** on **Resolution Number 2026-137** to approve the issuance and sale by the Brownsville Housing Finance Corporation, a nonprofit public facility corporation of the Housing Authority of the City of Brownsville, of multifamily housing revenue bonds in an aggregate principal amount not to exceed $25,000,000. (HACB/ City Manager's Office/ Office of the City Attorney)

Summary:
Brownsville Housing Finance Corporation (the "Issuer"), a nonprofit public facility corporation, created by the Housing Authority of the City of Brownsville, has induced the issuance of Multifamily Housing Revenue Bonds (Tropical Gardens at Boca Chica) (the "Bonds"), to be issued in one or more series of tax-exempt bonds or governmental notes in an aggregate principal amount not to exceed $25,000,000. The proceeds of the Bonds will be loaned to BHMC VDC Tropical Gardens, LP, a Texas limited partnership (the "Borrower"), to finance a portion of the costs of acquisition, rehabilitation and equipping of an approximately 158-unit residential rental development known as the Tropical Gardens at Boca Chica.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends approval.

Commission Pillar:

Economic Development, Planning & Zoning, Infrastructure, Public Safety, Quality of Life & Vibrancy, Governance

Attachments:

1. Tropical Gardens at Boca Chica - TEFRA Minutes (Executed)
2. Tropical Gardens at Boca Chica - City Resolution Approving TEFRA

MINUTES OF PUBLIC HEARING

Re: Brownsville Housing Finance Corporation Multifamily Housing Revenue Bonds (Tropical Gardens at Boca Chica)

The undersigned Hearing Officer had the public hearing called to order at 09:33 a.m. on Friday, August 21, 2026, and conducted telephonically on behalf of Brownsville Housing Finance Corporation (the "Issuer") and the residents of Cameron County pursuant to Section 147(f) of the Internal Revenue Code.

The public hearing, required under Section 147(f) of the Internal Revenue Code of 1986, was declared open for purposes of discussing the Bonds, the proceeds of which will be loaned to BHMC VDC Tropical Gardens, LP (the "Borrower"), to finance a portion of the costs of the acquisition and rehabilitation of a multifamily residential rental development containing approximately 158 units and located at approximately 250 Ash Street, Brownsville, Texas 78521 (the "Project"). The proposed multifamily residential rental development will be initially owned and operated by the Borrower.

The required notice of the public hearing for the Project was published in the *Brownsville Herald,* being a newspaper of general circulation in the specific location of the Project and in the jurisdiction in which the public hearing was held, as set forth in the affidavit of publication attached hereto as Exhibit A.

No comments were made by the general public at the public hearing with respect to the Project.

After sufficient time was given for all present to make their comments with respect to the Bonds and the Project, the public hearing was closed.

Dated as of August 21, 2026.

[Remainder of page intentionally left blank for signature]

Carla Mancha
Hearing Officer

4923-1345-6585

EXHIBIT A

BROWNSVILLE The Herald

PUBLISHER'S AFFIDAVIT
STATE OF TEXAS
COUNTY OF CAMERON

I, Sally Rodriguez being duly sworn on her oath states that she is the Legals Account Representative of THE HERALD a semi-weekly news-paper in Cameron County and that the attached notice did print in the following issues:

Date: August 12, 2026
Acct: #83008743 – Coats & Rose
IO: 30284184 – for Brownsville Housing (Revenue Bonds)

SALLY RODRIGUEZ

Subscribed and sworn to before me on this the 25th day of August, 2026

Notary Public, Cameron County

NORMA I. BARRAS NOTARY PUBLIC STATE OF TEXAS EXPIRES 9-25-2027 ID # 128747846

101 Legal Notices 101 Legal Notices 101 Legal Notices 101 Legal Notices 101 Legal Notices 101 Legal Notices

S106 PUBLIC NOTICE

SQF, LLC proposes to construct wireless telecommunications facilities along or near roadways in Brownsville, Cameron County, Texas at the approximate coordinates and street addresses and with the structure types and overall heights described below. SQF, LLC seeks comments from interested persons on the impact of the facilities on any districts, sites, buildings, structures, or objects significant in American history, architecture, archaeology, engineering, or culture, that are listed or eligible for listing in the National Register of Historic Places. Specific information about the project, including the historic preservation reviews that SQF, LLC is conducting pursuant to the rules of the Federal Communications Commission (47 C.F.R. Sections 1.1307(4)) and the Advisory Council on Historic Preservation (36 C.F.R. Part 800) may be requested by interested parties from the contact below. All questions, comments, and correspondence should be directed to Julia Klima at Dynamic Environmental Associates, Inc., 3850 Lake Street, Suite C, Macon, GA 31204, 877-968-4787, Sec106@DynamicEnvironmental.com within 30 days from the date of this publication. Re: 22607044.

Location Name	Structure Type	Street Address	Zip Code	Latitude	Longitude	Overall Height
CC02590A	New Pole	1805 Ruben M Torres Boulevard	78521	N25° 57' 7"	W97°29' 19.3"	50'
CC02597A	New Pole	1405 Ruben M Torres Boulevard	78526	N25° 57' 4.6"	W97° 29' 56.5"	50"'

NOTICE OF PUBLIC HEARING

Brownsville Housing Finance Corporation (the "Issuer") will conduct a public hearing on August 21, 2026 at 9:30 A.M. by teleconference with respect to an issue of multifamily housing revenue bonds (the "Bonds") to be issued by the Issuer in one or more series of tax-exempt bonds, and in an aggregate principal amount not to exceed $25,000,000. The proceeds of the Bonds will be loaned to BHMC VDC Tropical Gardens, LP (or a related person or affiliate thereof) (the "Borrower"), to finance a portion of the costs of the acquisition and rehabilitation of a multifamily residential rental development known as the Tropical Gardens at Boca Chica (the "Development"), containing approximately 158 units and located at approximately 250 Ash Street, Brownsville, Texas 78521.

The Bonds will be issued pursuant to the provisions of the Texas Public Facility Corporations Act, Local Government Code, Chapter 303, Vernon's Texas Code, as amended (the "Act"). The Bonds are expected to be issued as "exempt facility bonds" for a qualified residential rental project pursuant to Section 142(a)(7) and (d) of the Internal Revenue Code of 1986, as amended (the "Code"). The initial legal owner of the Development will be the Borrower.

The public and interested parties are invited to participate in the public hearing regarding the residential developments and the issuance of the Bonds. To join the teleconference, call in toll-free at 1-877-746-4263, Passcode 0235201#. Questions or requests for additional information may be directed to Ms. Carla Mancha, Housing Authority of the City of Brownsville, 2606 Boca Chica Boulevard, Brownsville, Texas 78521, (956) 541-8315.

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RESOLUTION NUMBER 2026-137

A RESOLUTION APPROVING THE ISSUANCE AND SALE BY BROWNSVILLE HOUSING FINANCE CORPORATION OF MULTIFAMILY HOUSING REVENUE BONDS (TROPICAL GARDENS AT BOCA CHICA)

WHEREAS, Brownsville Housing Finance Corporation (the "Issuer"), a nonprofit public facility corporation, created by the Housing Authority of the City of Brownsville, has induced the issuance of Multifamily Housing Revenue Bonds (Tropical Gardens at Boca Chica) (the "Bonds"), to be issued in one or more series of tax-exempt bonds or governmental notes in an aggregate principal amount not to exceed $25,000,000. The proceeds of the Bonds will be loaned to BHMC VDC Tropical Gardens, LP, a Texas limited partnership (the "Borrower"), to finance a portion of the costs of acquisition, rehabilitation and equipping of an approximately 158-unit residential rental development known as the Tropical Gardens at Boca Chica (the "Project");

WHEREAS, Section 147(f) of the United States Internal Revenue Code of 1986, as amended (the "Code"), requires the Issuer to obtain the approval of the City of Brownsville, Texas ("City") for issuer approval before the Bonds can be issued;

WHEREAS, the City Commission is informed that the requisite public hearing was held by the Issuer on August 21, 2026;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS THAT:

Section 1. The City Commission gives its approval for the Issuer to issue the Bonds, the proceeds of which will be loaned to the Borrower to finance the costs of acquisition, rehabilitation and equipping of the Project located at approximately 250 Ash Street, Brownsville, Texas 78521.

Section 2. The Mayor and City Secretary are authorized and directed to take any action and to execute and deliver and documents that are necessary or advisable to comply with the terms of this resolution.

Section 3. Nothing in this resolution shall be construed to create any obligation whatsoever of the City with respect to the repayment of the Bonds. The Bonds shall never constitute an indebtedness or pledge of the City within the meaning of any constitutional or statutory provision, and the Bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other revenues of the City.

Section 4. This Resolution is adopted solely for the purposes of approval under Section 147(f) of the Code and shall not be construed as a representation, warranty, or other understanding of any kind by the City in respect of the Bonds or the Project. In particular, but without limiting the forgoing, this resolution does not constitute zoning approval, approval of any building permit, or any other approval required by the City in regard to the Project.

Section 5. This Resolution shall be effective immediately upon its adoption.

APPROVED and PASSED on this the ___ day of October, 2026.

CITY OF BROWNSVILLE, TEXAS

_____
Honorable John Cowen Jr.,
Mayor, City of Brownsville, Texas

ATTEST:

_____
Mayra Rios,
Brownsville City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Will Trevino,
Brownsville City Attorney

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Carlos Lastra, City Engineer
Date:	Tuesday, October 20, 2026
Agenda #:	Consideration and **ACTION** to authorize a contract (271-26-EPW-IFB) with Levy Company, LLC., for the Traffic Signal Improvements - Cameron County projects to improve traffic operations and safety at various intersections for a term of 112 calendar days from the date of commencement, in the amount not to exceed $1,322,190 as budgeted. (Engineering and Public Works Department).

Summary:
The Engineering and Public Works Department recommends consideration and action to approve and authorize the execution of Contract No. 271-26-EPW-IFB with The Levy Company, LLC, for $1,322,190.00 for the construction of the Traffic Signal Improvements – Cameron County, CSJ 0921-06-371.

The contract term shall be 112 calendar days, commencing upon issuance of the Notice to Proceed.

This project will modernize existing traffic signal infrastructure at multiple intersections throughout Brownsville by upgrading three key components: traffic signal cabinets, vehicle detection systems, and GPS synchronization equipment. The new traffic signal cabinets will replace outdated equipment and support modern traffic management technologies. The upgraded vehicle detection systems will identify the presence of vehicles and allow traffic signals to adjust to actual traffic demand, reducing unnecessary delays. Additionally, GPS synchronization equipment will help maintain coordinated signal timing along roadway corridors, improving traffic progression and overall intersection efficiency.

Project Scope and Analysis:
Traffic Signal Improvements – Cameron County consists of the replacement of aging and obsolete traffic signal infrastructure as:

· Traffic Signal Cabinets at 14 locations

· Traffic Detection System at 19 Intersections

· GPS Antennas for 15 Intersections

The project will modernize traffic signal equipment and supporting infrastructure to improve traffic operations, have better traffic flow, and system reliability.

Improvements are proposed at the following intersections spread within the city limits.

All construction activities shall comply with applicable Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, approved project plans and specifications, and applicable federal, state, and City requirements.

Funding Source:

Total Grant Award $ 945,000.00

TxDOT Funding (80%) $ 756,000.00

Required Local Match (20%) $ 189,000.00

Contract Amount $1,322,190.00

Total City Contribution $ 566,190.00

The total contract amount of $1,322,190.00 exceeds the grant award of $945,000.00 by $377,190.00. Under the grant funding structure, TxDOT will provide $756,000.00, representing 80% of the participating project amount, and the City's required 20% local match is $189,000.00.

The $377,190.00 project overrun is not covered by the grant and will be funded by the City. Therefore, the City's total contribution to the contract is $566,190.00, consisting of the required $189,000.00 local match plus the $377,190.00 project overrun.

Funding:

Source: 811-8111-848-1100 Special Projects TXDOT CSJ 0921-06-371

Amount: $1,322,190.00

Local Contribution if Applicable:

Recommendation:

The Engineering and Public Works Department recommends approval and authorization to execute Contract No. 271-26-EPW-IFB with The Levy Company, LLC, in the amount of $1,322,190.00, for the Traffic Signal Improvements – Cameron County, CSJ 0921-06-371.

Commission Pillar:

Infrastructure

Attachments:

1. 271-26-EPW-IFB Procurement Analysis
2. 271-26-EPW-IFB Contract (1)
3. Map Location
4. TXDOT Project No. CSJ 0921-06-371_Concurrence to Award Letter.

PROCUREMENT ANALYSIS

Date: Monday, October 5, 2026
To: Mr. John Cowen Jr., City Mayor
From: Mr. Alan Guard, City Manager
CC: Mr. Damian Espinoza, Procurement Director
Ms. Maribel B. Guerrero, Director of Engineering and Public Works

Agenda Title:
Agenda Item for the City Commission meeting of Tuesday, October 20, 2026.
"Consideration and Action to Authorize a Contract with The Levy Company, LLC in the amount of $1,322,190.00 for Contract No. 271-26-EPW-IFB, for a term of 112 calendar days from the date of commencement, Engineering and Public Works Department."

Executive Summary:

- Department: Engineering and Public Works Department
- Procurement Method: IFB
- Submittals Received: Three (3)
- Contract Number: 271-26-EPW-IFB
- Vendor: The Levy Company, LLC.
- Contract Amount: $1,322,190.00
- Term: 112 calendar days from the date of commencement

Background:
The Engineering and Public Works Department solicited bids for the Traffic Signal Improvements – Cameron County project. The project includes traffic signal improvements at various locations to improve traffic operations and safety. The project is funded through the Carbon Reduction Program and is subject to TxDOT requirements.

Procurement Process:
The Procurement Department issued an Invitation for Bids (IFB) in compliance with the Texas Local Government Code. The solicitation was advertised in the local newspaper and posted on the City's electronic bidding platform. Three (3) bids were received.

This procurement is governed by the following statute:

- **IFB (Competitive Sealed Bidding): Texas Local Government Code Chapter 252, Subchapter C – Competitive Sealed Bidding (§252.041).**

Results
A total of three bids were received. After review, The Levy Company, LLC submitted the lowest responsive and responsible bid in the amount of $1,322,190.00. The bid tabulation is attached as Exhibit A.

Vendor Information:
The Levy Company, LLC
16294 IH 35 North, Selma, Texas 78154
Point of Contact: Russell Perry
Phone/Email: (361)-947-4331 | bids@levycompany.com

Exhibits & Supporting Documents:

- Exhibit A – Official Bid Tabulation & Recommendation Letter
- Exhibit B – TxDot Concurrence Letter Award
- Exhibit C – Form 2 - Statement of Conflict of Interest
- Exhibit D – Form 3 - Texas Ethics Commission Certificate of Interested Parties (1295)

Recommendation:
The Procurement Department recommends that the City Commission authorize a contract with The Levy Company, LLC under IFB No. 271-26-EPW-IFB in a total amount not to exceed $1,322,190.00, for a term of 112 calendar days from the date of commencement.

August 26, 2026

Mr. Lucio Gutiérrez-García
Traffic Manager
City of Brownsville
404 E. Washington St.
Brownsville, Texas 78520

RE: Bid No. 271-26-EPW-IFB Traffic Signals Project

Dear Mr. Gutierrez-Garcia,

*ALDANA ENGINEERING & TRAFFIC DESIGN (**AETD**)* is in receipt of the bid tabulation in accordance with Article 2.14 *"Tabulation for Bids"* of TxDOT's Standard Specifications for the above-mentioned project and offers the following Bid Analysis. A total of three (3) bids were received. However, Bidder #3 (Traf-Tex, Inc.) failed to submit required references, thereby failing to satisfy TxDOT's bidding requirements. Consequently, ***Bidder #3 is disqualified*** from this bid tabulation.

AETD developed the Bid Analysis spreadsheet for the project and populated it with each item description, unit, estimated quantity, unit price and total cost. The total cost for each item was obtained by multiplying the estimated quantity by the unit price. The total cost for the project was obtained by adding up each total cost for all the items.

The official bid amounts, which are summarized below, ranged from 27.93% to 47.13% above the engineer's estimate of March 2026.

Table 1. Responsive Bidders & Comparison to Engineer's Estimate (March 2026)

Bidder #	Bidder Name	Submitted bid	Engineer's Estimate	% Below/Above	Status
Bidder #1	Austin Traffic Signal Construction Company, LLC	$1,520,580.00	**$1,033,495.00**	47.13%	Responsive
Bidder #2	The Levy Company, LLC	$1,322,190.00	**$1,033,495.00**	27.93%	Responsive
Bidder #3	Traf-Tex, Inc.	$1,195,064.00	**$1,033,495.00**	15.63%	**Disqualified (Failed to Submit References)**

Bidder #1 – Austin Traffic Signal Construction Co., LLC

Based on the bids analysis spreadsheet, Bidder #1 was the highest bidder. AETD confirmed Austin Traffic Signal LLC's total summation is $1,520,580.00.

In Accordance with TxDOT guidelines, an item is considered significantly unbalanced if the low bidder's unit price differs from the engineer's estimate by more than +50% or less than -75%. The following 3 items were identified as significantly unbalanced:

Table 2. Unbalanced Items for Austin Traffic Signal Construction Co., LLC using Engineer's Estimate of March 2026

Item No.	Description	Qty	Low Bid	Engineer's Estimate	% Difference	Reason
502 700 1	BARRICADES, SIGNS, AND TRAFFIC HANDLING	4	$ 9,600.00	$ 48,000.00	-80%	Cost Reallocation
506 704 1	TEMP SEDMT CONT FENCE (REMOVE)	3,000	$ 4,500.00	$ 1,950.00	131%	Low Quantity
680 701 1	INSTALL HWY TRF SIG (UPGRADE) (INSTALLATION OF SIGNAL CONTROLLERS & CABINETS)	17	$ 540,600.00	$ 289,000.00	87%	Inflation

Since this project has portions within State ROW and federal funds are being utilized, it must follow the TxDOT requirements for TxDOT Prequalification. This project requires a TxDOT Confidential Questionnaire Prequalification since the project cost is above $300,000.00 and as outlined on TxDOT's website (https://www.txdot.gov/business/road-bridge-maintenance/contract-letting/contractor-prequalification.html). Bidder #1 was determined to be TxDOT Prequalified under the Confidential Questionnaire.

Bidder #2 – The Levy Company, LLC

AETD confirmed They Levy Company, LLC's total summation is $1,322,190.00.

In Accordance with TxDOT guidelines, an item is considered significantly unbalanced if the low bidder's unit price differs from the engineer's estimate by more than +50% or less than -75%. The following 7 items were identified as significantly unbalanced:

Table 3. Unbalanced Items for The Levy Company, LLC using Engineer's Estimate of March 2026

Item No.	Description	Qty	Low Bid	Engineer's Estimate	% Difference	Reason
500 7001	MOBILIZATION	1	$ 75,500.00	$ 40,000.00	89%	Cost Reallocation
502 7001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	4	$ 6,600.00	$ 48,000.00	-86%	Cost Reallocation
506 7039	TEMP SEDMT CONT FENCE (INSTALL)	3,000	$ 30.00	$ 7,500.00	-100%	Cost Reallocation
506 7041	TEMP SEDMT CONT FENCE (REMOVE)	3,000	$ 30.00	$ 1,950.00	-98%	Cost Reallocation
506 7044	BIODEG EROSN CONT LOGS (INSTL) (12")	1,500	$ 15.00	$ 5,250.00	-100%	Cost Reallocation
506 7046	BIODEG EROSN CONT LOGS (REMOVE) (12")	1,500	$ 15.00	$ 1,875.00	-99%	Cost Reallocation
680 7011	INSTALL HWY TRF SIG (UPGRADE) (INSTALLATION OF SIGNAL CONTROLLERS & CABINETS)	17	$ 476,000.00	$ 289,000.00	65%	Inflation

Since this project has portions within State ROW and federal funds are being utilized, it must follow the TxDOT requirements for TxDOT Prequalification. This project requires a TxDOT Confidential Questionnaire Prequalification since the project cost is above $300,000.00 and as outlined on TxDOT's website (https://www.txdot.gov/business/road-bridge-maintenance/contract-letting/contractor-prequalification.html). Bidder #2 was determined to be TxDOT Prequalified under the Confidential Questionnaire.

Bidder #3 – Traf-Tex, Inc.

Based on the bids analysis spreadsheet, Bidder #3 was the lowest bidder. AETD confirmed Traf-Tex, Inc.'s total summation is $1,195,064.00. However, the bidder was disqualified as previously indicated.

In Accordance with TxDOT guidelines, an item is considered significantly unbalanced if the low bidder's unit price differs from the engineer's estimate by more than +50% or less than -75%. The following 5 items were identified as significantly unbalanced:

Table 4. Unbalanced Items for Traf-Tex, Inc. using Engineer's Estimate of March 2026

Item No.	Description	Qty	Low Bid	Engineer's Estimate	% Difference	Reason
506 7039	TEMP SEDMT CONT FENCE (INSTALL)	3,000	$15,000.00	$7,500.00	100%	Low Quantity
506 7041	TEMP SEDMT CONT FENCE (REMOVE)	3,000	$3,000.00	$1,950.00	54%	Low Quantity
506 7044	BIODEG EROSN CONT LOGS (INSTL) (12")	1,500	$17,250.00	$5,250.00	229%	Low Quantity
506 7046	BIODEG EROSN CONT LOGS (REMOVE) (12")	1,500	$7,500.00	$1,875.00	300%	Low Quantity
680 7011	INSTALL HWY TRF SIG (UPGRADE) (INSTALLATION OF SIGNAL CONTROLLERS & CABINETS)	17	$466,004.00	$289,000.00	61%	Inflation

Since this project has portions within State ROW and federal funds are being utilized, it must follow the TxDOT requirements for TxDOT Prequalification. This project requires a TxDOT Confidential Questionnaire Prequalification since the project cost is above $300,000.00 and as outlined on TxDOT's website (https://www.txdot.gov/business/road-bridge-maintenance/contract-letting/contractor-prequalification.html). Bidder #3 was determined to be TxDOT Prequalified under the Confidential Questionnaire.

Based on the submitted bids and our corresponding analysis, we recommend that the responsive and responsible lowest Bidder (**Bidder #2 - The Levy Company, LLC)** be awarded a contract not to exceed **$1,322,190.00**.

Thank you for the opportunity to assist you with this project and should you have any questions or concerns, please feel free to contact me via email at aaldana@aetdengineers.com or via phone at 956-272-1496.

Sincerely,

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC

Albert J. Aldana, P.E.
Project Manager

Attachment: Bid Tabulation

BID COMPARISON
BROWNSVILLE 271-26-EPW-IFB TRAFFIC SIGNAL IMPROVEMENTS - CAMERON COUNTY
CITY OF BROWNSVILLE

					AUSTIN TRAFFIC SIGNAL CONSTRUCTION CO., LLC		THE LEVY COMPANY, LLC		TRAF-TEX, INC.		ENGINEER'S ESTIMATE MAR 2026		LOW BIDDER VS ENGINEER'S ESTIMATE	
ITEM NO.	DESC CODE	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	DIFFERENCE (+/-) TOTAL COST	% DIFFERENCE (OVER/UNDER)
500	7001	MOBILIZATION	LS	1.00	$ 42,000.00	$ 42,000.00	$ 75,500.00	$ 75,500.00	$ 41,386.00	$ 41,386.00	$ 40,000.00	$ 40,000.00	$ 1,386.00	3%
502	7001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	4.00	$ 2,400.00	$ 9,600.00	$ 1,650.00	$ 6,600.00	$ 10,091.00	$ 40,364.00	$ 12,000.00	$ 48,000.00	$ (7,636.00)	-16%
506	7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	3,000.00	$ 3.00	$ 9,000.00	$ 0.01	$ 30.00	$ 5.00	$ 15,000.00	$ 2.50	$ 7,500.00	$ 7,500.00	100%
506	7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	3,000.00	$ 1.50	$ 4,500.00	$ 0.01	$ 30.00	$ 1.00	$ 3,000.00	$ 0.65	$ 1,950.00	$ 1,050.00	54%
506	7044	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	1,500.00	$ 3.20	$ 4,800.00	$ 0.01	$ 15.00	$ 11.50	$ 17,250.00	$ 3.50	$ 5,250.00	$ 12,000.00	229%
506	7046	BIODEG EROSN CONT LOGS (REMOVE) (12")	LF	1,500.00	$ 1.20	$ 1,800.00	$ 0.01	$ 15.00	$ 5.00	$ 7,500.00	$ 1.25	$ 1,875.00	$ 5,625.00	300%
680	7011	INSTALL HWY TRF SIG (UPGRADE) (INSTALLATION OF SIGNAL CONTROLLERS & CABINETS)	EA	17.00	$ 31,800.00	$ 540,600.00	$ 28,000.00	$ 476,000.00	$ 27,412.00	$ 466,004.00	$ 17,000.00	$ 289,000.00	$ 177,004.00	61%
6008	0001	RVDS (PRESENCE AND ADVANCE DETECTION)	EA	70.00	$ 12,820.00	$ 897,400.00	$ 10,800.00	$ 756,000.00	$ 8,488.00	$ 594,160.00	$ 9,000.00	$ 630,000.00	$ (35,840.00)	-6%
6061	0001	GPS COMMUNICATIONS UNIT	EA	16.00	$ 680.00	$ 10,880.00	$ 500.00	$ 8,000.00	$ 655.00	$ 10,400.00	$ 620.00	$ 9,920.00	$ 480.00	5%
				BASE BID TOTAL	$	1,520,580.00	$	1,322,190.00	$	1,195,064.00	$	1,033,495.00	$ 161,569.00	16%

August 25, 2026

Mr. Jesus Sanchez Chavez.
Transportation Engineer, P.E.
Texas Department of Transportation
600 W. Expressway 83
Pharr, Texas 78577

Reference: Bid No. 271-26-EPW-IFB – Traffic Signals Improvements Project

Dear Mr. Sanchez,

The Procurement Department has diligently evaluated the submissions for the referenced project and conducted a comprehensive review of all documentation. Subsequently, we collaborated with our Engineering Consultant, Aldana Engineering & Traffic Design (AEDT), to conduct a thorough bid analysis.

Per TxDOT's review and guidance, Traf-Tex, Inc., the apparent low bidder, is considered non-responsive because the minimum qualification requirements associated with Form 8 – References were not fulfilled. Accordingly, per TxDOT's direction, the City of Brownsville is proceeding with the next lowest responsive bidder.

As stated in the attached Engineer's Letter of Recommendation, the City of Brownsville respectfully requests TxDOT's concurrence to formally award the construction contract to The Levy Company, LLC, as the next lowest responsive and responsible bidder.

Also included are the following items:

1. Analysis and recommendation from the Engineering Consultant. See Attachment A.
2. Bid Tabulation of all bids, comparing them to the engineer's estimate and The Levy Company, LLC bid. See Attachment B.
3. Documentation of advertising period. See Attachment C.
4. Verification that the contractor is not currently debarred from receiving federal or state-funded contracts. See Attachment D.
5. Documentation of Child Support Statement, Non-Collusion Affidavit, Disclosure of Interest Form, Addendum Acknowledgment, Statement of Conflict of Interest.

For any inquiries or additional details, please feel free to reach out. Your prompt attention to this matter is appreciated.

Sincerely,

Damian Espinoza
City of Brownsville - Procurement Director

BROWNSVILLE
The Herald

PUBLISHER'S AFFIDAVIT
STATE OF TEXAS
COUNTY OF CAMERON

I, Sally Rodriguez being duly sworn on her oath states that she is the Legals Account Representative of THE HERALD a semi-weekly news-paper in Cameron County and that the attached notice did print in the following issues:

Date: July 4, 2026
Acct: #30004791 City of Bro. Purchasing
IO: 30282624 - Invitation to Bid/Prop/
Qualifications

Subscribed and sworn to before me on this the 4th day of August, 2026

Notary Public, Cameron County

NORMA I. BARRAS
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES 9-25-2027
ID # 128747846

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The Brownsville Herald

109 Personals



Dear Sacred Heart of Jesus In the past I have asked for favors. This time I ask you the very special one (mention favor). Take it, dear Jesus, and place it within your own heart where your Father sees it. Then in your merciful eyes it will become your favor, not mine. Amen. Say this prayer for 3 days, promise publication and favor will be granted. Never known to fail.
God Bless
Denise Cortez

727 We Buy

We Buy Real Estate Notes
956-399-1199
NoteBuyingUSA.com

726 Investments

WE BUY Real Estate Notes
956-399-1199

218 Home Services

Aztec House Leveling & Remodeling Co. House Cracking? Foundation Problems? Remodeling/Roofing FREE ESTIMATES Hgn 412-1558 McA 631-6995 Brwn 546-3657

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Installation of Doors, Motors, and Repairs. Call Today!
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101 Legal Notices

Request for Proposal (RFP)

Purchasing Cooperative of America (PCA) is a national public procurement cooperative working with a public agency to provide Requests for Proposals for response by Vendors who can provide the following Products/services to public sector entities:

1) **RFP OD-446-26 Fire Department Equipment;**
2) **RFP OD-447-26 Traffic Control and Work Zone Safety;**
3) **RFP OD-448-26 Job Order Contracting (JOC) and Related Items;**
4) **RFP OD-449-26 Trades Services.**

Vendors are invited to respond electronically to RFPs through the PCA website portal at www.pcamerica.org/solicitations. Proposals are due by 11:00 AM CT on Tuesday, July 28th, 2026. Please direct inquiries to Elaine Nichols at 844-722-6374.

BROWNSVILLE
City of Brownsville Procurement Department

INVITATION

** BIP/Q (Bid/Proposal/Qualifications)*

Description	Number	Pre-Bid/Proposal Meeting	Opening Meeting
Invitation For Bids For: Excavation, Loading, and Hauling Services	*B 288-26-EPW-IFB	Tuesday, July 7, 2026 @ 11:00 A.M CT TEAMS VIRTUAL MEETING	Tuesday, August 4, 2026 @ 3:00 P.M CT TEAMS VIRTUAL MEETING
Invitation For Bids For: Traffic Signal Improvements – Cameron County	*B 271-26-EPW-IFB	Thursday, July 9, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Tuesday, July 28, 2026 @ 2:00 P.M CT TEAMS VIRTUAL MEETING
Request for Qualifications For: Brownsville Comprehensive Plan	*Q 270-26-PLN-RFQ	Tuesday, July 14, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Wednesday, August 12, 2026 @ 3:00 P.M CT TEAMS VIRTUAL MEETING
Invitation For Bids For: Landfill Cell #6 Construction & Associated Improvements	*B 296-26-EPW-IFB	Tuesday, July 14, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Tuesday, August 4, 2026 @ 2:00 P.M CT TEAMS VIRTUAL MEETING

Interested Bidders/Proposer are invited to attend the Bid/Proposal opening via Video conference on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at: http://www.brownsvilletx.gov or https://brownsvilletx.bonfirehub.com/ (956) 548-6087 office, e-mail: purchasing@brownsvilletx.gov.

07/04/2026

BROWNSVILLE PUBLIC UTILITIES BOARD

INVITATION TO BID/PROPOSE

NO.	PRE-BID/ PROPOSAL CONFERENCE VIA CONFERENCE CALL	SUBMISSION	OPENING	NAME
Q 014-26	N/A	07/22/26 5:00 PM	07/23/26 10:00 AM	Market Operations, Risk Management & Settlement Consulting Services

*B/P/Q (BID/PROPOSAL/QUALIFICATIONS)

Sealed bids/proposals/qualifications will be received by the Brownsville Public Utilities Board, at the office of **DIANE SOLITAIRE, PURCHASING, 1155 FM 511, OLMITO, TEXAS 78575, (956) 983-6364**. The bids/proposals/qualifications will be received until the date specified above. **INTERESTED BIDDERS/PROPOSERS MAY OBTAIN SPECIFICATIONS AND/OR INFORMATION AT THE BPUB PURCHASING DEPARTMENT.** Bidders/Proposers are invited to attend the bid/proposal/qualification opening at the Office of the Purchasing Department on the dates specified. Presence at the bid opening is not mandatory. Specifications may also be obtained at https://www.brownsville-pub.com/rfp_status/open/ or at https://www.bidnetdirect.com/texas/brownsville-pub

07/04/26

HACB HOUSING AUTHORITY CITY OF BROWNSVILLE
2606 BOCA CHICA BLVD
BROWNSVILLE, TX 78521
(956) 541-8315
www.hacb.us

REQUEST FOR QUALIFICATIONS (RFQ)

The Housing Authority of the City of Brownsville (HACB) is hereby soliciting Qualifications for the following item:

1. "RFQ HACB No. 26-001 On Call Architectural & Engineering Services"

HACB is seeking to engage qualified firms to provide the services mentioned above. All applicants must comply with the RFQ requirements and must address all items.

All Statement of Qualifications (SOQ) must be submitted electronically no later than 5:00 p.m. C.S.T. on Thursday, August 6th, 2026, through the Housing Agency Marketplace. No SOQ's will be accepted for consideration after the deadline specified above.

All SOQ's will be evaluated in accordance with the HACB procurement process. Any SOQ's not fully addressing the requirements of the Request for Qualifications may be considered non-responsive and may be eliminated from further consideration.

This RFQ (and any future Addendums to it) may be obtained by accessing the Housing Agency Marketplace website https://ha.internationaleprocurement.com/. If you have any problems obtaining the document, please contact Mr. Julio C. Martinez, Procurement Manager, at jcmartinez@hacb.us or (956) 214-1536.

PUBLISHED: 6/27/2026 & 7/4/2026

EQUAL HOUSING OPPORTUNITY

SCANNED

The Brownsville Herald

PUBLISHER'S AFFIDAVIT
STATE OF TEXAS
COUNTY OF CAMERON

I, Sally Rodriguez being duly sworn on her oath states that she is the Legals Account Representative of THE HERALD a semi-weekly news-paper in Cameron County and that the attached notice did print in the following issues:

Date: July 11, 2026
Acct: #30004791 City of Bro. Purchasing
IO: 30283200 – Bid/Proposal/Qual

Sally Rodriguez

Subscribed and sworn to before me on this the 4th day of August, 2026

Norma I. Barras

Notary Public, Cameron County

NORMA I. BARRAS
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES 5-05-2027
ID # 128747846

SCANNED

101 Legal Notices

INVITATION TO BID/PROPOSE

BROWNSVILLE PUBLIC UTILITIES BOARD

NO.	PRE-BID/ PROPOSAL CONFERENCE VIA CONFERENCE CALL	SUBMISSION	OPENING	NAME
Q 014-25	N/A	07/22/26 5:00 PM	07/23/26 10:00 AM	Market Operations, Risk Management & Settlement Consulting Services

*B/P/Q (BID/PROPOSAL/QUALIFICATIONS)

Sealed bids/proposals/qualifications will be received by the Brownsville Public Utilities Board, at the office of DIANE SOLITAIRE, PURCHASING, 1155 FM 511, OLMITO, TEXAS 78575, (956) 983-6364. The bids/proposals/qualifications will be received until the date specified above. INTERESTED BIDDERS/PROPOSERS MAY OBTAIN SPECIFICATIONS AND/OR INFORMATION AT THE BPUB PURCHASING DEPARTMENT. Bidders/Proposers are invited to attend the bid/proposal/qualification opening at the Office of the Purchasing Department on the dates specified. Presence at the bid opening is not mandatory. Specifications may also be obtained at https://www.bidnetdirect.com/texas/brownsville-pub

07/11/26

CAMERON COUNTY

INVITATION

Cameron County is requesting bids/proposals/qualifications for the following, which should BE REFERENCED ON ENVELOPE, "ATTN: COMMISSIONERS COURT - SEALED BID/PROPOSAL:
DEADLINE- - 3:00 p.m.

07/29/2026 RFQ #260601	REQUEST FOR QUALIFICATIONS FOR ENGINEERING DESING SERVICES FOR CAMERON COUNTY AIRPORT IMPROVEMENT FOR FIVE YEAR PLAN
07/29/2026 RFP #1476-2	CIVIL SERVICES EXAM PREPERATION
08/05/2026 RFP #1460EAP	INSURANCE EMPLOYEE ASSISTANCE PROGRAM
08/05/2026 RFP #1460EH	ASO PHARMACY BENEFIT MANAGEMENT, MEDICAL PROVIDER NETWORK, COBRA SERVICES, STOP LOSS INSURANCE

A = Annual Q = Quarterly B = Bid RFP = Proposal RFQ = Qualifications

Detailed specifications are available from Dalia Loera at 956/544-0871 of the County Purchasing Department or web site- Bids & Specs. Tab https://www.cameroncountytx.gov/purchasing-bids-rfpq-addms-tabs/

Your sealed submittals should contain the REFERENCE "ATTN COMMISSIONERS COURT – SEALED BID/PROPOSAL/REQUEST FOR QUALIFICATIONS ON THE OUTSIDE OF YOUR RETURN ENVELOPE and addressed and sent to the County Purchasing Department - Cameron County Courthouse, (Dancy Building) 1100 E. Monroe St., Basement Floor, Room# B17, Brownsville, Tx. 78520. Properly referenced and returnedBids/ RFP's / RFQ's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – Basement Floor – Room #B17 at 3:00p.m. (as per Purchasing Dept time clock) on deadline date.Bidders are invited to attend. Cameron County is an Equal Employment Opportunity Employer and expressly reserves the right to accept or reject any and all submittals and may waive formalities.

07/11/2026

BROWNSVILLE

City of Brownsville Procurement Department

INVITATION

** B/P/Q (Bid/Proposal/Qualifications)*

Description	Number	Pre-Bid/Proposal Meeting	Opening Meeting
Invitation For Bids For: Traffic Signal Improvements - Cameron County	*B 271-26-EPW-IFB	Thursday, July 9, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Tuesday, July 28, 2026 @2:00 P.M CT TEAMS VIRTUAL MEETING
Request for Qualifications For: Brownsville Comprehensive Plan	*Q 270-26-PLN-RFQ	Tuesday, July 14, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Wednesday, August 12, 2026 @3:00 P.M CT TEAMS VIRTUAL MEETING
Invitation For Bids For: Landfill Cell #6 Construction & Associated Improvements	*B 296-26-EPW-IFB	Tuesday, July 14, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Wednesday, August 4, 2026 @ 3:00 P.M CT TEAMS VIRTUAL MEETING
Request for Qualifications for: Turnkey Engineering, Procurement, And Construction (EPC) Of Middle-Mile Fiber Extension (Rings 7-9)	*Q 295-26-IT-RFQ	Tuesday, July 21, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Tuesday, August 18, 2026 @ 3:00 P.M CT TEAMS VIRTUAL MEETING

Interested Bidders/Proposer are invited to attend the Bid/Proposal opening via Video conference on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at: http://www.brownsvilletx.gov or https://brownsvilletx.bonfirehub.com/ (956) 548-6087 office, e-mail: purchasing@brownsvilletx.gov.

07/11/2026

NOTICE OF A REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT THE CITY OF BROWNSVILLE, TEXAS, HAS BEEN REQUESTED (AND/OR PROPOSES) TO ADOPT THE FOLLOWING ORDINANCE(S):

ORDINANCE NUMBER 235-2026-012: To rezone from Residential Single-Family (R-1) to Residential Transition (R-3) to allow a townhome development for 3.205 acres out of Share 4, Espiritu Santo Grant, Cameron County, Texas, located at Vasquez Ranch Road, Brownsville, Texas 78520.

ORDINANCE NUMBER 235-2026-017-S: To request a Specific Use Permit (SUP) in a Regional Center (RC) zoning district to allow a data center and a cold storage facility for Lot 1A, Block 1 LR Cowen Subdivision Replat No. 2, and Lot 2, Block 1, Padre Play Subdivision, Cameron County, Texas, located at 7480 Padre Island Highway, Brownsville, Texas 78521.

ORDINANCE NUMBER 235-2026-018: To rezone from Agriculture (AG) to Residential Single-Family (R-1) to allow a single-family residential subdivision for all of Summer Lakes Subdivision Phase 4, Cameron County, Texas, located at Summerhill Boulevard, Brownsville, Texas 78520.

ORDINANCE NUMBER 235-2026-003-S: To request a Specific Use Permit (SUP) in a Commercial Corridor (CC) zoning district to allow a commercial plaza and establish reduced setbacks for Lots 16, 17, and 18, Block 1, Naranja Vista Subdivision, Cameron County, Texas, located at 9935 Naranjo Road, Brownsville, Texas 78521.

ORDINANCE NUMBER 235-2026-004: To rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) to allow an existing duplex subdivision for all of Hidden Meadows Subdivision Section 2, Cameron County, Texas, located at Hidden Meadows Boulevard, Brownsville, Texas 78520.

ORDINANCE NUMBER 235-2026-005: To rezone from Commercial Corridor (CC) to Residential Transition (R-3) to allow an existing singlefamily development for an approximate 2.09 acres out of Lots 1, 2, 5, 6, 7, and 8, Block 40, out of Share 28 of the Brownell Tract, coming from a portion of El Jardin Subdivision, located at Lester Drive, Brownsville, Texas 78521.

. . . . . .

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the Planning and Zoning Commission of the City of Brownsville, Texas, has scheduled a **Regular Meeting on Thursday, August 6, 2026, at 5:30 P.M.**, in the Commission Chambers, on the Second Floor of the City Hall – Old Federal Building, located at 1001 East Elizabeth Street, Brownsville, Cameron County, Texas, 78520.

City Commission will be held on Tuesday, August 18, 2026, at 5:00 P.M. for 1st Reading on approved ordinances from the aforementioned list (the link and location to this meeting will be provided by the Office of the City Secretary)

. . . . . .

Members of the public who submit "Public Comment Forms" will be permitted to offer public comments as provided by the agenda and as permitted by the presiding officer during the meeting at the aforementioned time and location by and before said City. For further information, please call (956) 548-6150 (Para más información, favor de llamar al (956) 548-6150). Of all said matters and things, all persons interested in the things and matters herein mentioned will take notice.

AMIGOS DEL VALLE, INC.

REQUEST FOR QUOTATION

"Five (5) 16 Door Postal Cluster Mailbox with Pedestal"

Amigos Del Valle, Inc. (ADV) is seeking sealed Request for Quotation (RFQ) on behalf of **Casa De Amigos #5** from qualified vendors for Five 16 Door Postal Cluster Mailbox with Pedestal. The Legal Notice and RFQ specifications will be available on Monday, **July 13, 2026,** and may be picked up at Amigos Del Valle, Inc., 212 W 18th St, Mission, TX 78572.

SEALED RFQ must be properly addressed to Emanuel Rodriguez, Procurement/Transportation Manager, and submitted at Amigos Del Valle, Inc., 212 W 18th St, Mission, TX 78572 (956) 213-9400, extension 3009.

ONE (1) ORIGINAL AND ONE (1) COPY OF ALL RFQs ARE REQUIRED with the proper notation written on the lower left-hand corner of the envelope: RFQ – **"Five (5) 16 Door Postal Cluster Mailbox with Pedestal"**. The deadline for submitting a sealed RFQ is on July 24, 2026, at 02:00 P.M.

NO FACSIMILES, EMAILS, OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED REQUEST FOR PROPOSALS (RFP) RECEIVED AFTER THE SUBMITTAL DEADLINE WILL NOT BE OPENED AND WILL BE RETURNED.

OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF THE EXPRESS ENVELOPE OR PACKAGE ABOUT THE RFP.

AMIGOS DEL VALLE, INC. RESERVES THE RIGHT TO REFUSE AND REJECT ANY AND ALL RFPs AND TO WAIVE ANY AND ALL FORMALITIES OR TECHNICALITIES, OR TO ACCEPT THE RFP CONSIDERED THE BEST AND MOST ADVANTAGEOUS TO AMIGOS DEL VALLE, INC.

Emanuel Rodriguez
Procurement/Transportation Manager
erodriguez@advrgv.org





SCANNED

FORM 14: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

ATTACHMENT I: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH (CONTINUED)

NON-DEBARMENT CERTIFICATION FORM			
COMPANY/ENTITY LEGAL NAME: The Levy Company, LLC			
STREET ADDRESS: 16294 IH 35 North			
CITY: Selma	**STATE:** Texas	**ZIP:** 78154	
CONTACT NAME: Russell Perry			
CONTACT EMAIL: rperry@levycompany.com		**CONTACT PHONE:** 210-497-4500	
***UEI #**	GXHRRB1S3721	****TIN #**	

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. All entities must be pre-vetted for eligibility/ability to perform the outlined ARPA funded scope of work and a record (PDF of SAM.gov screenshot) of SAM debarment clearance must be obtained prior to entering into any final contracts. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: *"OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19."*

Also, Federal Executive Order (E.O.) 12549: "Debarment" requires that contractors, beneficiaries or subrecipient organizations and their principals – who are receiving awards, using federal funds, are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify you from receiving or retaining funds. Information on debarment is available at the following website: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: *"If a federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/awarding agency, the agency may pursue any available remedies, including suspension and debarment."*

[INITIAL]	CERTIFICATION & SIGNATURE
RP	**We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.**
RP	**We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in this agreement's termination and/or the repayment of funds.**

Your signature certifies that the information provided on this form is correct and that neither you nor your principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

SIGNATURE

Russell Perry, President — 07/27/2026

PRINTED NAME & TITLE — **DATE**

FOR DEPARTMENT USE ONLY		
SAM Debarment/Certification Record of Clearance	Yes [ ] No [ ]	Note:
State of Texas Debarred Vendor List Cleared	Yes [ ] No [ ]	Note:
Verified By:	Yes [ ] No [ ]	Date:

SAM.GOV

Exclusion Search Results 0 Total Results

Filter by:

Keyword (ALL)	Status
GXHRRB1S3721	Active

State of Texas Child Support Business Ownership Form

County: Cameron

Project Name: Signal Improvements

TxDOT CSJ: 0921-06-371

LG Project Number: _____

Business Entity Submitting Bid: The Levy Company, LLC

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

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

Name	Social Security Number
NA	

2. Please check the box below if no individual owns 25% or more of the business.

(✓) No individual own 25% or more of the business.

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

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

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

Signature

07/27/2026

Date

Russell Perry

Printed Name

IF THIS PROJECT IS A JOINT VENTURE,

ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

Form 5 – Non-Collusion Affidavit

Purpose

This form ensures that each Respondent certifies its offer is made independently and without any attempt to restrict or suppress competition.

Certification

By signing below, the Respondent certifies and affirms that:

1. The response submitted is made independently and without consultation, communication, agreement, or understanding with any competing Respondent as to:
    - Prices;
    - Methods or factors used to calculate prices;
    - Intent to submit, or refrain from submitting, a response; or
    - Any other matter relating to competition.
2. The Respondent has not directly or indirectly entered into any agreement or arrangement with any other person, firm, or corporation to limit competition, to fix prices, or to influence the award of this solicitation.
3. The Respondent has not, and will not, offer or give any gratuity, favor, or thing of value to any officer, employee, or representative of the City of Brownsville for the purpose of influencing or obtaining favorable treatment in connection with this solicitation.
4. The Respondent has not received or attempted to obtain information not available to other Respondents so as to gain a preferential advantage in the solicitation or award process, and will not seek or accept such information in the future.
5. The Respondent certifies compliance with all applicable state, federal, and local laws, regulations, and ordinances relating to antitrust, bribery, collusion, and improper influence, and agrees that any violation may result in rejection of its response, contract termination, and/or legal action by the City.
6. The Respondent understands that submitting a false statement or misrepresentation in connection with this certification is a violation of Texas Penal Code § 37.10 (Tampering with a Governmental Record) and may result in disqualification or prosecution.

Authorized Certification

Signature: _____

Printed Name: Russell Perry

Title: President

Date: 07/27/2026

Company Name: The Levy Company, LLC

Phone: 210-497-4500

Form 7 – Disclosure Of Interest

Purpose

This form ensures compliance with the City of Brownsville's transparency and ethics requirements by disclosing any ownership, employment, or financial interest in the Respondent's business held by City officials, employees, or members of City boards and commissions.

All Respondents submitting to a formal solicitation, cooperative contract purchase, or agreement requiring City Commission approval must complete and submit this form.

Disclosure Statement

Please select one of the following options:

■ **No Interests to Disclose:** The Respondent affirms that no City official, employee, or board or commission member has any financial interest, ownership interest, or employment relationship with the Respondent or its affiliates.

☐ **Interests to Disclose:** The following individuals have a financial interest, ownership interest, or employment relationship with the Respondent or its affiliates:

Name of City Official / Employee / Board Member	Title / Department / Board	Nature of Interest (Employment, Ownership, Investment, etc.)	% of Ownership or Compensation

Attach additional pages if necessary.

Certification

By signing below, the Respondent certifies that the information provided herein is true and correct to the best of their knowledge and belief. The Respondent further understands that failure to disclose an interest or providing false, misleading, or incomplete information may result in disqualification, termination of contract, or prosecution under Texas Penal Code § 37.10 (Tampering with a Governmental Record).

Signature: _____

Printed Name: Russell Perry

Title: President

Date: 07/27/2026

Company Name: The Levy Company, LLC

Phone: 210-497-4500

Section 40-7 – Prohibited Contractor Contributions Acknowledgment

The Respondent acknowledges the provisions of City Code Sec. 40-7 (Prohibited Contractor Contributions), which make it unlawful for any contractor to contribute or offer any contribution to a candidate, or for any candidate to solicit or accept any contribution from a contractor during a contract award period. The Respondent further agrees to provide, upon request, a complete list of all persons included in the term "contractor" as defined in that section, and understands that such list may be forwarded to the City Secretary in accordance with the ordinance.

Definitions

For the purposes of this form:

- **City Official** – Any elected official of the City of Brownsville and any appointed member of a board, commission, or committee established by the City Commission.
- **Employee** – Any individual employed by the City of Brownsville, whether full-time, part-time, or temporary.
- **Financial Interest** – Any ownership, employment, or compensation arrangement involving the Respondent, its affiliates, or subsidiaries that results in direct or indirect monetary benefit.
- **Ownership Interest** – Having legal or equitable title to at least ten percent (10 %) of the voting shares, capital stock, or other ownership interest of the Respondent.
- **Affiliate** – Any business entity that directly or indirectly controls, is controlled by, or is under common control with the Respondent.

Form 1 – Proposal Acknowledgment & Authorized Contact

Purpose

This form officially acknowledges the Respondent's intention to submit a response to this solicitation. It also identifies the authorized contact who is empowered to act on behalf of the Respondent and will serve as the primary point of contact throughout the project. By submitting this form, the Respondent acknowledges and accepts all terms, conditions, and requirements stated in the solicitation.

Solicitation No. 271-26-EPW-IFB

Respondent Information

Legal Entity Name: The Levy Company, LLC

Primary Contact Name: Russell Perry

Title: President

Telephone: 210-497-4500 Email: rperry@levycompany.com

Acknowledgment of Solicitation Requirements

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has examined the solicitation documents, including all addenda issued, and is familiar with all conditions affecting the response.
2. The Respondent understands that submission of this acknowledgment constitutes a binding offer subject to the terms, conditions, and validity period stated in the solicitation package issued by the City of Brownsville.
3. The Respondent certifies that they possess full authority to bind the entity and to enter into an agreement with the City of Brownsville if selected.
4. The Respondent acknowledges that failure to submit this completed form or to sign below may result in rejection of the response as nonresponsive.
5. The Respondent acknowledges receipt of all addenda issued and confirms that all changes, clarifications, and revisions have been incorporated into this submission.

☑ No Addenda Issued Out

☐ Addendum No. ____ Date: _____

☐ Addendum No. ____ Date: _____

☐ Addendum No. ____ Date: _____

☐ Addendum No. ____ Date: _____

☐ Addendum No. ____ Date: _____

☐ Addendum No. ____ Date: _____

(Attach additional sheet if necessary)

Note: This acknowledgment applies to all addenda issued, regardless of whether each addendum is individually listed above.

Certification

By signing below, the undersigned Respondent certifies that all statements made herein are true and correct and that they are duly authorized to sign this form and bind the Respondent to its contents.

Signature: _____

Printed Name: Russell Perry

Title: President

Date: 07/27/2026

Company Name: The Levy Company, LLC

Phone: 210-497-4500

Email: rperry@levycompany.com

Form 2 - Statement Of Conflicts Of Interest (If Any)

Conflict of Interest Disclosure Instructions

The Respondent must disclose any conflicts of interest related to the goods and/or services associated with this solicitation. A conflict-of-interest statement is required if any conflicts exist, along with a detailed plan for mitigating the conflict(s). The City reserves the sole discretion to determine whether a conflict disqualifies a firm and/or whether a conflict mitigation plan is acceptable.

If a conflict of interest exists, the Respondent must:

- Complete Form CIQ
- File the form with the City Secretary
- Include a copy of the completed Form CIQ with the proposal

If no conflict of interest exists, Form CIQ is not required. Regardless of whether a conflict exists, this Form 2 must be completed and signed.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Chapter 176, Texas Local Government Code, regarding conflict-of-interest disclosures.
2. The Respondent understands that a completed Texas Ethics Commission Form CIQ must be filed with the City Secretary's Office of the City of Brownsville, Texas, within seven (7) business days after the Respondent becomes aware of a conflict.
3. The Respondent acknowledges that the completed Form CIQ is a public record and will be made available by the City Secretary in accordance with state law.
4. The Respondent understands that failure to file a required Form CIQ is a violation of state law and may result in penalties under Texas Local Government Code §176.006 and possible disqualification from consideration for award.
5. The Respondent shall submit this acknowledgment form as part of its solicitation response and attach a copy of the completed TEC Form CIQ, if applicable.

City Secretary Contact Information

City of Brownsville – Office of the City Secretary
1001 East Elizabeth Street, Brownsville, Texas 78520
Email: citysecretary@brownsvilletx.gov
Phone: (956) 548-6000

Certification

By signing below, the Respondent certifies that they have reviewed and understand the requirements of Chapter 176, Texas Local Government Code and have determined whether a conflict of interest exists. The Respondent further certifies that, if a conflict of interest exists, a completed Conflict of Interest Questionnaire (Form CIQ) has been or will be filed with the City Secretary in accordance with state law and that a copy of the completed Form CIQ is included with this submission, if applicable. The Respondent affirms that all information provided is true and correct and that they are authorized to bind the entity.

Signature: _____

Printed Name: Russell Perry

Title: President

Date: 07/27/2026

Company Name: The Levy Company, LLC

Phone: 210-497-4500

Email: rperry@levycompany.com

Docusign Envelope ID: 9CCBB100-A89B-893A-82C6-E1B7E0328E0E

600 W Interstate 2 | Pharr, Texas 78577
956.702.6100
txdot.gov

September 21, 2026

The Honorable Mayor John Cowen, Jr.

City of Brownsville

1001 E. Elizabeth Street

Brownsville, TX, 78522

RE: Concurrence to Award
Traffic Signal Improvements
CSJ: 0921-06-371

Dear Mayor Cowen,

We have completed our review of the bid package and analysis that was included with the City of Brownsville letter dated August 28, 2026, and do concur with awarding the contract to the Levy Company, Inc. with their low bid amount of $1,322,190.00. The City of Brownsville may now award the contract and move forward with construction operations.

Ms. Yahaira Marroquin, out of the San Benito Area Office, will serve as the construction project manager and will be your point of contact from this point forward. Please work directly with her to ensure all requirements are met for you to receive the federal/state funding participation outlined in the Advance Funding Agreement. In addition, and as a reminder, the local government construction procedures that the City of Brownsville will need to follow can be found at:
https://www.txdot.gov/business/resources/lgp/toolkit.html

Docusign Envelope ID: 9CCBB100-A89B-893A-82C6-E1B7E0328E0E

If you have any questions, feel free to call me or our Traffic Section Engineering Supervisor, Ms. Nayely Parra, P.E., at (956) 702-6152.

Sincerely,

DocuSigned by:
Pedro R. Alvarez
EABA335C2DAA48C...

Pedro R. Alvarez, P.E.
Pharr District Engineer

Cc: Alan Guard, ICMA-CM, CGFO, City Manager, City of Brownsville
Doroteo Garcia Jr., P.E., Assistant City Manager
Carlos Lastra, P.E., City Engineer, City of Brownsville
Lucio S. Gutierrez, P.E., Traffic Manager, City of Brownsville, RPIC City of Brownsville
Rex A. Costley, P.E., Pharr Deputy District Engineer
Norma Y. Garza, P.E., Pharr District Director of Transportation Planning & Development
Gabriel I. Garcia, P.E., Pharr District Director of Transportation Operations
Andres Espinoza, P.E., San Benito Area Engineer
Beethoven Garcia, P.E., Pharr District Advanced Project Delivery Supervisor
Nayely Parra, P.E., Pharr District Traffic Section Supervisor
Jesus Sanchez Chavez, P.E., TxDOT Project Manager, Pharr District Traffic Section
Gabriel Villarreal, P.E., San Benito Assistant Area Engineer
Yahaira Marroquin, TxDOT Project Manager, San Benito Area Office

Form 2 - Statement Of Conflicts Of Interest (If Any)

Conflict of Interest Disclosure Instructions

The Respondent must disclose any conflicts of interest related to the goods and/or services associated with this solicitation. A conflict-of-interest statement is required if any conflicts exist, along with a detailed plan for mitigating the conflict(s). The City reserves the sole discretion to determine whether a conflict disqualifies a firm and/or whether a conflict mitigation plan is acceptable.

If a conflict of interest exists, the Respondent must:

- Complete Form CIQ
- File the form with the City Secretary
- Include a copy of the completed Form CIQ with the proposal

If no conflict of interest exists, Form CIQ is not required. Regardless of whether a conflict exists, this Form 2 must be completed and signed.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Chapter 176, Texas Local Government Code, regarding conflict-of-interest disclosures.
2. The Respondent understands that a completed Texas Ethics Commission Form CIQ must be filed with the City Secretary's Office of the City of Brownsville, Texas, within seven (7) business days after the Respondent becomes aware of a conflict.
3. The Respondent acknowledges that the completed Form CIQ is a public record and will be made available by the City Secretary in accordance with state law.
4. The Respondent understands that failure to file a required Form CIQ is a violation of state law and may result in penalties under Texas Local Government Code §176.006 and possible disqualification from consideration for award.
5. The Respondent shall submit this acknowledgment form as part of its solicitation response and attach a copy of the completed TEC Form CIQ, if applicable.

City Secretary Contact Information

City of Brownsville – Office of the City Secretary
1001 East Elizabeth Street, Brownsville, Texas 78520
Email: citysecretary@brownsvilletx.gov
Phone: (956) 548-6000

Certification

By signing below, the Respondent certifies that they have reviewed and understand the requirements of Chapter 176, Texas Local Government Code and have determined whether a conflict of interest exists. The Respondent further certifies that, if a conflict of interest exists, a completed Conflict of Interest Questionnaire (Form CIQ) has been or will be filed with the City Secretary in accordance with state law and that a copy of the completed Form CIQ is included with this submission, if applicable. The Respondent affirms that all information provided is true and correct and that they are authorized to bind the entity.

Signature: _____

Printed Name: Russell Perry

Title: President

Date: 07/27/2026

Company Name: The Levy Company, LLC

Phone: 210-497-4500

Email: rperry@levycompany.com

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form 3 – Texas Ethics Commission Certificate of Interested Parties (Form 1295)

Purpose

This form serves as an acknowledgment of the statutory requirement for certain vendors to file a Certificate of Interested Parties (Form 1295) with the Texas Ethics Commission (TEC) before a contract can be executed with the City of Brownsville.

The requirement applies to any contract that:

- Must be approved by the City Commission or executed by a City official before becoming effective, or
- Otherwise meets the criteria established by the Texas Ethics Commission under Texas Government Code §2252.908 and 1 Texas Administrative Code Chapter 46.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46.
2. When applicable, the Respondent shall complete and file Form 1295 electronically at https://www.ethics.state.tx.us/filinginfo/1295/ to obtain a Certificate Number issued by the TEC.
3. The Respondent shall print, sign, and notarize the TEC Form 1295 and provide a PDF copy to the City of Brownsville Procurement Department **after** notice of intent to award but prior to contract execution.
4. The Respondent understands that the City may not execute a contract until a completed and verified Form 1295 is received.
5. The Respondent acknowledges that the Certificate of Interested Parties will be made publicly accessible on the TEC's website in accordance with state law.

Certification

By signing below, the undersigned Respondent certifies that they have read and understood the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46 and that a completed Form 1295 will be filed and provided to the City prior to contract execution, if applicable.

The Respondent further understands that the Form 1295 itself must be signed and notarized in accordance with TEC requirements.

Signature: _____

Printed Name: Russell Perry

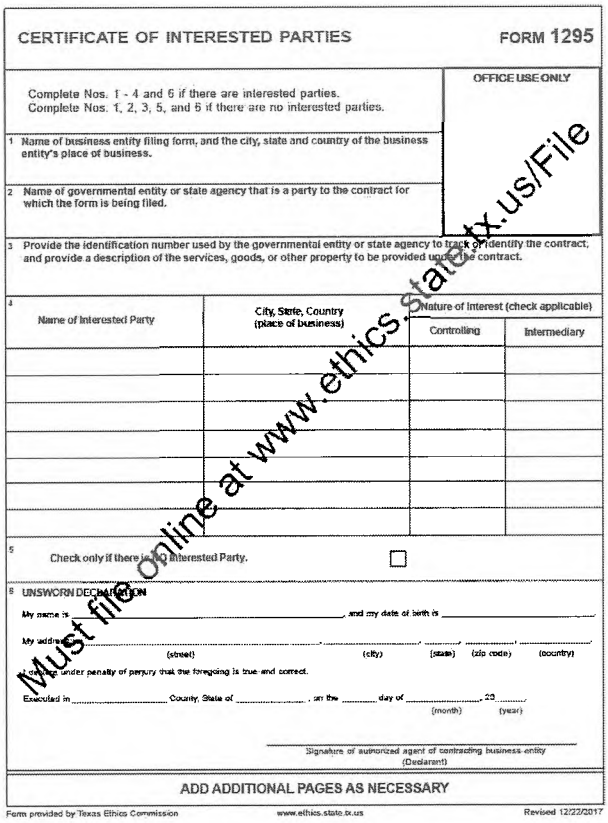
Title: President

Date: 07/27/2026

Company Name: The Levy Company, LLC

Phone: 210-497-4500

Email: rperry@levycompany.com



CERTIFICATE OF INTERESTED PARTIES — FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____ (month), 20_____ (year).

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1521602

Date Filed:
09/28/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

The Levy Company, LLC
Selma, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The City of Brownsville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

271-26-EPW-IFB
Traffic Signal Improvements for the City of Brownsville

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Jacob Levy, and my date of birth is 5/13/1987.

My address is 16294 IH 35 North, Selma (city), TX (state), 78154 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Guadalupe County, State of Texas, on the 28th day of Sept. (month), 2026 (year).

[redacted]

Signature of authorized agent of contr[redacted]

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1521602

Date Filed:
09/28/2026

Date Acknowledged:
09/29/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

The Levy Company, LLC
Selma, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The City of Brownsville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

271-26-EPW-IFB
Traffic Signal Improvements for the City of Brownsville

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Contract Summary Form
Contract Number 271-26-EPW-IFB

Procurement Info	
Procurement Method:	**IFB, RFP, RFQ**
New Contract:	**Yes ☒ No ☐**
Advertisement Dates, if any:	**July 4, 2026 and July 11, 2026**
Anticipated Award Date:	**Tuesday, October 20, 2026**
Contractor	
Vendor Name:	The Levy Company, LLC
Address:	16294 IH 35 North, Selma, Texas 78154
Point of Contact / Project Manager*:	Russell Perry
Email Address:	bids@levycompany.com
City Contact Information	
Department:	**Engineering & Public Works**
Point of Contact / Project Manager:	Lucio S. Gutierrez Garcia
Email Address:	lucio.gutierrez@brownsvilletx.gov
Contract Term	
Contract Amount:	**$1,322,190.00**.
Contract Base/Primary Term:	**112 Calendar Days from the date of commencement**
Renewal Periods (if any):	N/A
Total Term of Contract:	**112 Calendar Days**
Important	
Payment & Performance Bonds	Required upon award and prior to commencement of work – Exhibit "O"
Project funded:	This project is funded through the Carbon Reduction Program and is subject to TxDOT requirements.
TxDot Standard Specifications and Special Provisions	Exhibit "J"
Verification of Non-Debarment through System for Award Management (SAM.GOV)	Exhibit "U"
Davis-Bacon	Exhibit "V". For all Davis-Bacon covered activities, the most current applicable Wage Determination published by the U.S. Department of Labor and available at the time of each new Purchase Order issuance shall be incorporated and used.
City Internal Use	
Signature Sections	**Signature Page: 11**
State or Federal Funds:	**Yes ☒ No ☐ TXDOT**
GL Account:	

CONTRACT FOR:
Traffic Signal Improvements – Cameron County

A. AGREEMENT

This Agreement is made by and between:

the Owner ("Owner" or "City"):	The City of Brownsville 1001 E. Elizabeth St., P.O. Box 911 Brownsville, Texas 78520
and the Contractor ("Contractor"):	The Levy Company, LLC 16294 IH 35 North, Selma, Texas 78154
for the following Project ("Project"):	IFB #: 271-26-EPW-IFB Various Traffic Signal Locations City of Brownsville, Cameron County, Texas

Each individually referred to as a "Party" and collectively referred to as the "Parties". Owner and Contractor, in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

B. CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of the following Exhibits:

A. This Agreement;
B. Notice of Award;
C. Invitation For Bids (IFB) # **271-26-EPW-IFB**;
D. Addenda, as indicated in the IFB;
E. Original Bid submittal;
F. Official Bid Tabulation & Recommendation Letter;
G. TxDot Concurrence Letter Award
H. Specifications
I. Plans & Drawings;
J. TxDot Standard Specifications and Special Provisions
K. General Conditions;
L. Special Conditions;
M. Certificates of Insurance;
N. Release of Liens;
O. Payment Bond and Performance Bond;
P. Form 13 - Federal Clauses Certification Form
Q. State of Texas Child Support Business Ownership Form
R. Confirmation that vendor is pre-qualified thought TxDot
S. Form 2 - Statement of Conflict of Interest
T. Form 3 - Texas Ethics Commission Certificate of Interested Parties (1295)
U. Verification of Non-Debarment through System for Award Management (SAM.GOV)

V. Davis-Bacon Act WD #: **TX20260051**
W. Written Change Orders issued after execution of this Agreement,

which are attached hereto and incorporated herein, and made a part of this Agreement for all purposes. The Contract Documents represent the entire and integrated agreement between the Owner and the Contractor and supersede all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the Owner and the Contractor. In the event of an inconsistency or conflict in any of the provisions of the Contract Documents, then the inconsistency or conflict shall be resolved by giving precedence first to this Agreement then to the Contract Documents in the order in which they are listed above.

C. WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents for the Project identified herein.

D. PROJECT

The Project is the total construction for which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors, and is generally defined as IFB # **271-26-EPW-IFB**:

E. CONTRACT PRICE; PAYMENT TERMS

Owner agrees to pay Contractor for performance of the Work in accordance with the Contract Documents the guaranteed maximum price of **One Million Three Hundred Twenty-Two Thousand One Hundred Ninety Dollars and Zero Cents ($1,322,190.00)** (hereinafter "Guaranteed Maximum Price" or "GMP"). Guaranteed Maximum Price includes all costs incurred by Contractor, including but not limited to Costs of Work (including among others, labor, equipment, materials, fees, inspections, and permits), construction contingency amount, and Contractor's overhead, all bond financing, profit, price escalation and market price variations. Nothing contained in this Agreement shall require the Owner to pay Contractor an aggregate amount that exceeds the Guaranteed Maximum Price or to make any payment if, in the Owner's belief, the cost to complete the Work would exceed the Guaranteed Maximum Price. Change orders may be approved in writing by Owner for increased costs needed for refinement, development and completion of the Project. However, the maximum allowable amount of change orders payable to the Project shall not exceed twenty-five percent (25%) of the Guaranteed Maximum Price for the Project.

The Owner shall pay within ***thirty (30) days*** for completed work in monthly draws, less 10% retainage, upon receipt of an acceptable invoice. Invoices shall be in standard form, Application and Certificate for Payment, and shall be accompanied by signed Conditional Release of Liens forms from each applicable subcontractor and supplier.

Retainage shall be paid within in thirty (30) days of receipt of an acceptable Final Invoice. The final Application for Payment shall be accompanied by signed Final Release and Waiver of Liens forms from all subcontractors and suppliers.

F. **CONTRACT TIME**

The Contract Time will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 14 days after the Effective Date of the Agreement, and shall substantially complete the Work within 112 calendar days as identified in the Bid package.

G. **LIQUIDATED DAMAGES**

Contractor recognizes that time is of the essence for completion of the Work, and to achieve Final Acceptance of the Work, and City will suffer financial loss if the Work is not completed within the time(s) specified herein. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that as liquidated damages for delay (but not as a penalty), Contractor shall pay City **One Thousand Dollars ($1000.00)** for each day that expires after the time specified in Paragraph F above, for Final Acceptance until the City issues the Final Letter of Acceptance.

H. **INSPECTION AND FINAL ACCEPTANCE**

The City's inspection and acceptance of contractual compliance will be accomplished by an engineering Inspector of the engineering Department. The City reserves the right to reject unsatisfactory work within a 24-hour period. Contractors have 48 hours to correct unacceptable work. (To be corrected during regular working days, holidays or weekends.)

Prior to beginning work, the Contractor shall provide to the City a Schedule of Values related to the Work, which shall be used for purposes of periodic payments.

The Contract Sum shall include all materials, supplies, tools, equipment, permits, perimeter fencing, portable restrooms, construction debris container(s), supervision and labor necessary for the proper prosecution and completion of the Work.

The Contractor warrants that the completed Project shall be adequate for the purposes intended.

I. **INDEMNIFICATION**

(a) CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF

CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THIS INDEMNIFICATION PROVISION IS SPECIFICALLY INTENDED TO OPERATE AND BE EFFECTIVE EVEN IF IT IS ALLEGED OR PROVEN THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED, IN WHOLE OR IN PART, BY ANY ACT, OMISSION OR NEGLIGENCE OF THE CITY. THIS INDEMNITY PROVISION IS INTENDED TO INCLUDE, WITHOUT LIMITATION, INDEMNITY FOR COSTS, EXPENSES AND LEGAL FEES INCURRED BY THE CITY IN DEFENDING AGAINST SUCH CLAIMS AND CAUSES OF ACTIONS. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

(b) THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL ADVISE THE CITY IN WRITING WITHIN 24 HOURS OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

(c) This Indemnification provision shall survive termination or expiration of the Agreement.

J. **INDEPENDENT CONTRACTOR; PERSONNEL**

(a) Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Specifically, Contractor must perform within its own organization, work equivalent to at least thirty-five (35) percent of the Contract Price, unless otherwise approved by the City. Subject to and in accordance with the conditions and provisions of this Agreement, Contractor shall have the exclusive right to control the details of its operations and activities and be solely responsible for the acts and omissions of its officers, agents, servants, employees, consultants and subcontractors. Under no circumstances shall Contractor, or any of Contractor's employees, look to City as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to City's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.

(b) Contractor represents and warrants to City that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Work for the Project.

(c) Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Contract Documents. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions.

K. INSURANCE

(a) The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

(b) The City of Brownsville shall be given notice ten (10) days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Purchasing & Contract Services Department located at City Hall, 1001 E. Elizabeth St. 1st Floor Suite 101.

(c) The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

i. Workers' Compensation and Employers' Liability Insurance

Contractor shall purchase and maintain such insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Texas Labor Code, Ch. 406, as amended), and minimum limits for Employers' Liability as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of I Contractor' s employees. Any firm performing work for or on behalf of the City of Brownsville must provide Workers' Compensation insurance.

ii. General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage $1,000,000.

This coverage must include, but not limited to:

1. Coverage for the liability assumed by the Contractor under the indemnity provision of the contract.
2. Coverage for Premises/Operations
3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Contractors

iii. Commercial Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits:	Bodily injury	$250,000 each person, $500,000 each occurrence
	Property damage	$100,000 each occurrence

This insurance shall be kept in force until the work under this Agreement has been completed and accepted by the City. The City shall be listed as Additional Insured under the policy.

L. **TERMINATION**

(a) *Termination for Cause.* The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

(b) *Termination for Convenience.* The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

(c) *Cancellation for Non-appropriated Funds.* The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the

availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

(d) *Force Majeure.* The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;

iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

iv. The non-performing party uses its best efforts to remedy its inability to perform.

v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

M. WARRANTIES

The Contractor warrants to the Owner that materials and equipment furnished under the Agreement will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

N. MISCELLANEOUS PROVISIONS

(a) *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their partners, assigns, successors, subcontractors, executors, heirs, officers, agents, employees, representatives, and administrators.

(b) *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

(c) *No Waiver of Governmental Immunity.* NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT,

WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

(d) *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior written consent of the City.

(e) *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

(f) *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, with the Federal and State Courts of **Cameron County**, Texas having jurisdiction. If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

(g) *Execution and Consideration.* This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed

(h) *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor:
The Levy Company, LLC
Attn: Russell Perry
16294 IH 35 North
Selma, Texas 78154

If to City:
City of Brownsville
Attn: City Manager
1001 E Elizabeth St.
Brownsville, TX 78520

With Copy to:
City of Brownsville
Attn: City Attorney
1001 E Elizabeth St.
Brownsville, TX 78520

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

(i) *Cumulative Remedies.* All rights and remedies of the Parties under this Agreement shall be

cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

(j) *Waiver of Breach*. A waiver by either Party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

(k) *No Third Party Beneficiaries*. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

(l) *Entire Understanding*. This document and any exhibit attached hereto, constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

(m)*Counterparts*. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

(n) *Miscellaneous Drafting Provisions*. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

(o) *Authority to Execute*. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(p) *Savings/Severability*. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(q) *Prohibition On Contracts With Companies Boycotting Israel*. Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The terms " boycott Israel" and" company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this* Agreement, *Contractor certifies that Contractor' s signature provides written verification to the City that Contractor: (1) does not boycott Israel, and (2) will not boycott Israel during the term of the Agreement.***

(r) Immigration Nationality Act. As required by law, Contractor shall verify the identify and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by the City, Contractor shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Contractor shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Contractor employee who is not legally eligible to perform such services. **CONTRACTOR SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CONTRACTOR, CONTRACTOR'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES**. City, upon written notice to Contractor, shall have the right to immediately terminate this Agreement for violation of this provision by Contractor.

(s) *Representations*. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COMMISION OF THE CITY OF BROWNSVILLE.

EXECUTED THIS _____ DAY OF _____, 2026.

OWNER:

_____
(Signature)

_____
Print Name:
City of Brownsville

CONTRACTOR:

Russell Perry
(Signature)

Russell Perry
Print Name:

Approved as to Form:

Alyssa J. Castillon
Assistant City Attorney FOR:
Will Trevino
City Attorney

"Exhibit B"

NOTIFICATION OF INTENT TO AWARD

To:	The Levy Company, LLC 16294 IH 35 North Selma, Texas 78154
Date:	Tuesday, September 22, 2026
Attn:	Russell Perry
Project Title	Traffic Signals Improvements – Cameron County
Project Number	271-26-EPW-IFB

Dear Mr. Perry

On behalf of the City of Brownsville, I am pleased to announce that your company, The Levy Company, LLC, will be submitted for approval to City Commission for the above referenced project on October 20, 2026.

This Notice of Intent to Award is subject to execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between the City of Brownsville and The Levy Company, LLC. The Levy Company, LLC, Inc. shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the City of Brownsville is executed.

The City of Brownsville further reserves the right to cancel this Notice of Intent to Award at any time, with or without cause, prior to the execution of a written contract.

Congratulations and we look forward to working with your company on this project.

Thank you,

Alexandra Guajardo

Alexandra Guajardo
Contract Administrator
Procurement Department
City of Brownsville, Texas

The Brownsville Herald

PUBLISHER'S AFFIDAVIT
STATE OF TEXAS
COUNTY OF CAMERON

I, Sally Rodriguez being duly sworn on her oath states that she is the Legals Account Representative of THE HERALD a semi-weekly news-paper in Cameron County and that the attached notice did print in the following issues:

Date: July 4, 2026
Acct: #30004791 City of Bro. Purchasing
IO: 30282624 - Invitation to Bid/Prop/ Qualifications

Sally Rodriguez

Subscribed and sworn to before me on this the 4th day of August, 2026

Norma I. Barras
Notary Public, Cameron County

NORMA I. BARRAS
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES 9-25-2027
ID # 128747846

SCANNED

FOR RENT FOR SALE
myRGV Classifieds .com
almmediajobs.com
The Brownsville Herald

109 Personals



Dear Sacred Heart of Jesus. In the past I have asked for favors. This time I ask you this very special one (mention favor). Take it, dear Jesus, and place it within your own heart where your Father sees it when it is in your merciful eyes it will become your favor, not mine. Amen. Say this prayer for 3 days, promise publication and favor will be granted. Never known to fail. God Bless Denise Cortez

727 We Buy

We Buy Real Estate Notes 956-399-1199 NoteBuyingUSA.com

726 Miscellaneous

WE BUY Real Estate Notes 956-399-1199 NoteBuyingUSA.com

FIND IT IN THE CLASSIFIEDS



218 Home Services

Aztec House Leveling & Remodeling Co. House Cracking? Foundation Problems? Remodeling/Roofing FREE ESTIMATES Hgn 412-1558 McA 631-4995 Bmn 546-5657

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101 Legal Notices

Request for Proposal (RFP)

Purchasing Cooperative of America (PCA) is a national public procurement cooperative working with a public agency to provide Requests for Proposals for response by Vendors who can provide the following Products/services to public sector entities:

1) **RFP OD-446-26 Fire Department Equipment;**
2) **RFP OD-447-26 Traffic Control and Work Zone Safety;**
3) **RFP OD-448-26 Job Order Contracting (JOC) and Related Items;**
4) **RFP OD-449-26 Trades Services.**

Vendors are invited to respond electronically to RFPs through the PCA website portal at www.pcamerica.org/solicitations. Proposals are due by 11:00 AM CT on Tuesday, July 28th, 2026. Please direct inquiries to Elaine Nichols at 844-722-6374.

BROWNSVILLE

City of Brownsville Procurement Department

INVITATION

** B/P/Q (Bid/Proposal/Qualifications)*

Description	Number	Pre-Bid/Proposal Meeting	Opening Meeting
Invitation For Bids For: Excavation, Loading, and Hauling Services	*B 288-26-EPW-IFB	Tuesday, July 7, 2026 @ 11:00 A.M CT TEAMS VIRTUAL MEETING	Tuesday, August 4, 2026 @ 3:00 P.M CT TEAMS VIRTUAL MEETING
Invitation For Bids For: Traffic Signal Improvements – Cameron County	*B 271-26-EPW-IFB	Thursday, July 9, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Tuesday, July 28, 2026 @ 2:00 P.M CT TEAMS VIRTUAL MEETING
Request for Qualifications For: Brownsville Comprehensive Plan	*Q 270-26-PLN-RFQ	Tuesday, July 14, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Wednesday, August 12, 2026 @ 3:00 P.M CT TEAMS VIRTUAL MEETING
Invitation For Bids For: Landfill Cell #6 Construction & Associated Improvements	*B 296-26-EPW-IFB	Tuesday, July 14, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Tuesday, August 4, 2026 @ 2:00 P.M CT TEAMS VIRTUAL MEETING

Interested Bidders/Proposer are invited to attend the Bid/Proposal opening via Video conference on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at: http://www.brownsvilletx.gov or https://brownsvilletx.bonfirehub.com/ (956) 548-6087 office, e-mail: purchasing@brownsvilletx.gov.

07/04/2026

BROWNSVILLE PUBLIC UTILITIES BOARD

INVITATION TO BID/PROPOSE

NO.	PRE-BID/ PROPOSAL CONFERENCE VIA CONFERENCE CALL	SUBMISSION	OPENING	NAME
Q 014-26	N/A	07/22/26 5:00 PM	07/23/26 10:00 AM	Market Operations, Risk Management & Settlement Consulting Services

*B/P/Q (BID/PROPOSAL/QUALIFICATIONS)

Sealed bids/proposals/qualifications will be received by the Brownsville Public Utilities Board, at the office of **DIANE SOLITAIRE, PURCHASING, 1155 FM 511, OLMITO, TEXAS 78575, (956) 983-6364.** The bids/proposals/qualifications will be received until the date specified above. **INTERESTED BIDDERS/PROPOSERS MAY OBTAIN SPECIFICATIONS AND/OR INFORMATION AT THE BPUB PURCHASING DEPARTMENT.** Bidders/Proposers are invited to attend the bid/proposal/qualification opening at the Office of the Purchasing Department on the dates specified. Presence at the bid opening is not mandatory. Specifications may also be obtained at https://www.brownsville-pub.com/rfp_status/open/ or at https://www.bidnetdirect.com/texas/brownsville-pub

07/04/26

HACB HOUSING AUTHORITY CITY OF BROWNSVILLE

2606 BOCA CHICA BLVD
BROWNSVILLE, TX 78521
(956) 541-8315
www.hacb.us

REQUEST FOR QUALIFICATIONS (RFQ)

The Housing Authority of the City of Brownsville (HACB) is hereby soliciting Qualifications for the following item:

1. "RFQ HACB No. 26-001 On Call Architectural & Engineering Services"

HACB is seeking to engage qualified firms to provide the services mentioned above. All applicants must comply with the RFQ requirements and must address all items.

All Statement of Qualifications (SOQ) must be submitted electronically no later than 5:00 p.m. C.S.T. on Thursday, August 6th, 2026, through the Housing Agency Marketplace. No SOQ's will be accepted for consideration after the deadline specified above.

All SOQ's will be evaluated in accordance with the HACB procurement process. Any SOQ's not fully addressing the requirements of the Request for Qualifications may be considered non-responsive and may be eliminated from further consideration.

This RFQ (and any future Addendums to it) may be obtained by accessing the Housing Agency Marketplace website https://ha.internationaleprocurement.com/. If you have any problems obtaining the document, please contact Mr. Julio C. Martinez, Procurement Manager, at jcmartinez@hacb.us or (956) 214-1536.

PUBLISHED: 6/27/2026 & 7/4/2026

EQUAL HOUSING OPPORTUNITY

SCANNED

BROWNSVILLE

The Herald

PUBLISHER'S AFFIDAVIT
STATE OF TEXAS
COUNTY OF CAMERON

I, Sally Rodriguez being duly sworn on her oath states that she is the Legals Account Representative of THE HERALD a semi-weekly news-paper in Cameron County and that the attached notice did print in the following issues:

Date: July 11, 2026
Acct: #30004791 City of Bro. Purchasing
IO: 30283200 – Bid/Proposal/Qual

Sally Rodriguez

Subscribed and sworn to before me on this the 4th day of August, 2026

Norma I. Barras
Notary Public, Cameron County

NORMA I. BARRAS
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES 5-05-2027
ID # 128747846

SCANNED

101 Legal Notices 101 Legal Notices 101 Legal Notices 101 Legal Notices 101 Legal Notices 101 Legal Notices 101 Legal Notices 101 Legal Notices 101 Legal Notices 101 Legal Notices

INVITATION TO BID/PROPOSE

BROWNSVILLE PUBLIC UTILITIES BOARD

NO.	PRE-BID/ PROPOSAL CONFERENCE VIA CONFERENCE CALL	SUBMISSION	OPENING	NAME
Q 014-26	N/A	07/22/26 5:00 PM	07/23/26 10:00 AM	Market Operations, Risk Management & Settlement Consulting Services

*B/P/Q (BID/PROPOSAL/QUALIFICATIONS)

Sealed bids/proposals/qualifications will be received by the Brownsville Public Utilities Board, at the office of DIANE SOLITAIRE, PURCHASING, 1155 FM 511, OLMITO, TEXAS 78575, (956) 983-6364. The bids/proposals/qualifications will be received until the date specified above. INTERESTED BIDDERS/PROPOSERS MAY OBTAIN SPECIFICATIONS AND/OR INFORMATION AT THE BPUB PURCHASING DEPARTMENT. Bidders/Proposers are invited to attend the bid/proposal/qualification opening at the Office of the Purchasing Department on the dates specified. Presence at the bid opening is not mandatory. Specifications may also be obtained at https://www.bidnetdirect.com/texas/brownsville-pub

07/11/26

CAMERON COUNTY

INVITATION

Cameron County is requesting bids/proposals/qualifications for the following, which should BE REFERENCED ON ENVELOPE, "ATTN: COMMISSIONERS COURT - SEALED BID/PROPOSAL: DEADLINE - - 3:00 p.m.

07/29/2026 RFQ #260601	REQUEST FOR QUALIFICATIONS FOR ENGINEERING DESING SERVICES FOR CAMERON COUNTY AIRPORT IMPROVEMENT FOR FIVE YEAR PLAN
07/29/2026 RFP #1476-2	CIVIL SERVICES EXAM PREPERATION
08/05/2026 RFP #1460EAP	INSURANCE EMPLOYEE ASSISTANCE PROGRAM
08/05/2026 RFP #1460EH	ASO PHARMACY BENEFIT MANAGEMENT, MEDICAL PROVIDER NETWORK, COBRA SERVICES, STOP LOSS INSURANCE

A = Annual Q = Quarterly B = Bid RFP = Proposal RFQ = Qualifications

Detailed specifications are available from Dalia Loera at 956/544-0871 of the County Purchasing Department or web site- Bids & Specs. Tab https://www.cameroncountytx.gov/purchasing-bids-rfpq-addms-tabs/

Your sealed submittals should contain the REFERENCE "ATTN: COMMISSIONERS COURT - SEALED BID/PROPOSAL/REQUEST FOR QUALIFICATIONS ON THE OUTSIDE OF YOUR RETURN ENVELOPE and addressed and sent to the County Purchasing Department - Cameron County Courthouse, (Dancy Building) 1100 E. Monroe St., Basement Floor, Room# B17, Brownsville, Tx. 78520. Properly referenced and returned Bids/ RFP's / RFQ's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – Basement Floor – Room #B17 at 3:00p.m. (as per Purchasing Dept time clock) on deadline date. Bidders are invited to attend. Cameron County is an Equal Employment Opportunity Employer and expressly reserves the right to accept or reject any and all submittals and may waive formalities.

07/11/2026

BROWNSVILLE

City of Brownsville Procurement Department

INVITATION

** B/P/Q (Bid/Proposal/Qualifications)*

Description	Number	Pre-Bid/Proposal Meeting	Opening Meeting
Invitation For Bids For: Traffic Signal Improvements – Cameron County	*B 271-26-EPW-IFB	Thursday, July 9, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Tuesday, July 28, 2026 @2:00 P.M CT TEAMS VIRTUAL MEETING
Request for Qualifications For: Brownsville Comprehensive Plan	*Q 270-26-PLN-RFQ	Tuesday, July 14, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Wednesday, August 12, 2026 @3:00 P.M CT TEAMS VIRTUAL MEETING
Invitation For Bids For: Landfill Cell #6 Construction & Associated Improvements	*B 296-26-EPW-IFB	Tuesday, July 14, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Wednesday, August 4, 2026 @ 3:00 P.M CT TEAMS VIRTUAL MEETING
Request for Qualifications for: Turnkey Engineering Procurement, And Construction (EPC) Of Middle Rio Flow Extension (Range 7-8)	*Q 295-26-IT-RFQ	Tuesday, July 21, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Tuesday, August 18, 2026 @ 3:00 P.M CT TEAMS VIRTUAL MEETING

Interested Bidders/Proposer are invited to attend the Bid/Proposal opening via Video conference on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at: http://www.brownsvilletx.gov or https://brownsvilletx.bonfirehub.com/ (956) 548-6087 office, e-mail: purchasing@brownsvilletx.gov.

07/11/2026

NOTICE OF A REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT THE CITY OF BROWNSVILLE, TEXAS, HAS BEEN REQUESTED (AND/OR PROPOSES) TO ADOPT THE FOLLOWING ORDINANCE(S):

ORDINANCE NUMBER 235-2026-012: To rezone from Residential Single-Family (R-1) to Residential Transition (R-3) to allow a townhome development for 3.205 acres out of Share 4, Espiritu Santo Grant, Cameron County, Texas, located at Vasquez Ranch Road, Brownsville, Texas 78520.

ORDINANCE NUMBER 235-2026-017-S: To request a Specific Use Permit (SUP) in a Regional Center (RC) zoning district to allow a data center and a cold storage facility for Lot 1A, Block 1, LR Cowen Subdivision Replat No. 2, and Lot 2, Block 1, Padre Play Subdivision, Cameron County, Texas, located at 7480 Padre Island Highway, Brownsville, Texas 78521.

ORDINANCE NUMBER 235-2026-018: To rezone from Agriculture (AG) to Residential Single-Family (R-1) to allow a single-family residential subdivision for all of Summer Lakes Subdivision Phase 4, Cameron County, Texas, located at Summerhill Boulevard, Brownsville, Texas 78520.

ORDINANCE NUMBER 235-2026-903-S: To request a Specific Use Permit (SUP) in a Commercial Corridor (CC) zoning district to allow a commercial plaza and establish reduced setbacks for Lots 16, 17, and 18, Block 1, Naranja Vista Subdivision, Cameron County, Texas, located at 9935 Naranjo Road, Brownsville, Texas 78521.

ORDINANCE NUMBER 235-2026-904: To rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) to allow an existing duplex subdivision for all of Hidden Meadows Subdivision Section 2, Cameron County, Texas, located at Hidden Meadows Boulevard, Brownsville, Texas 78520.

ORDINANCE NUMBER 235-2026-905: To rezone from Commercial Corridor (CC) to Residential Transition (R-3) to allow an existing singlefamily development for an approximate 2.09 acres out of Lots 1, 2, 5, 6, 7, and 8, Block 40, out of Share 26 of the Brownell Tract, coming from a portion of El Jardin Subdivision, located at Lester Drive, Brownsville, Texas 78521.

. . . . . .

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the Planning and Zoning Commission of the City of Brownsville, Texas, has scheduled a Regular **Meeting on Thursday, August 6, 2026, at 5:30 P.M.**, in the Commission Chambers, on the Second Floor of the City Hall – Old Federal Building, located at 1001 East Elizabeth Street, Brownsville, Cameron County, Texas, 78520.

City Commission will be held on Tuesday, August 18, 2026, at 5:00 P.M. for 1st Reading on approved ordinances from the aforementioned list (the link and location to this meeting will be provided by the Office of the City Secretary)

. . . . . .

Members of the public who submit "Public Comment Forms" will be permitted to offer public comments as provided by the agenda and as permitted by the presiding officer during the meeting at the aforementioned time and location by and before said City. For further information, please call (956) 548-6150 (Para más información, favor de llamar al (956) 548-6150). Of all said matters and things, all persons interested in the things and matters herein mentioned will take notice.

AMIGOS DEL VALLE, INC.

REQUEST FOR QUOTATION

"Five (5) 16 Door Postal Cluster Mailbox with Pedestal"

Amigos Del Valle, Inc. (ADV) is seeking sealed Request for Quotation (RFQ) on behalf of Casa De Amigos #5 from qualified vendors for Five 16 Door Postal Cluster Mailbox with Pedestal. The Legal Notice and RFQ specifications will be available on Monday, July 13, 2026, and may be picked up at Amigos Del Valle, Inc., 212 W 18th St, Mission, TX 78572.

SEALED RFQ must be properly addressed to Emanuel Rodriguez, Procurement/Transportation Manager, and submitted at Amigos Del Valle, Inc., 212 W 18th St, Mission, TX 78572. (956) 213-9400, extension 3009.

ONE (1) ORIGINAL AND ONE (1) COPY OF ALL RFQs ARE REQUIRED with the proper notation written on the lower left-hand corner of the envelope: RFQ – "Five (5) 16 Door Postal Cluster Mailbox with Pedestal". The deadline for submitting a sealed RFQ is on July 24, 2026, at 02:00 P.M.

NO FACSIMILES, EMAILS, OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED REQUEST FOR PROPOSALS (RFP) RECEIVED AFTER THE SUBMITTAL DEADLINE WILL NOT BE OPENED AND WILL BE RETURNED.

OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF THE EXPRESS ENVELOPE OR PACKAGE ABOUT THE RFP.

AMIGOS DEL VALLE, INC. RESERVES THE RIGHT TO REFUSE AND REJECT ANY AND ALL RFPs AND TO WAIVE ANY AND ALL FORMALITIES OR TECHNICALITIES, OR TO ACCEPT THE RFP CONSIDERED THE BEST AND MOST ADVANTAGEOUS TO AMIGOS DEL VALLE, INC.

Emanuel Rodriguez
Procurement/Transportation Manager
erodriguez@advrgv.org





SCANNED

CLOSING DATE: Tuesday, July 28,
2026 CLOSING TIME: 2:00 P.M. CT

"Exhibit E"

T i Si t C C t
IFB#: EP B

BID SHEET

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
500	7001	MOBILIZATION	LS	1.00	$75,500.00	$75,500.00
502	7001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	4.00	$1,650.00	$6,600.00
506	7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	3,000.00	$0.01	$30.00
506	7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	3,000.00	$0.01	$30.00
506	7044	BIODEG EROSN CONT LOGS (INSTALL) (12")	LF	1,500.00	$0.01	$15.00
506	7046	BIODEG EROSN CONT LOGS (REMOVE) (12")	LF	1,500.00	$0.01	$15.00
680	7011	INSTALL HWY TRF SIG (UPGRADE) *(INSTALLATION OF SIGNAL CONTROLLERS & CABINETS)*	EA	17.00	$28,000.00	$476,000.00
6008	0001	RVDS (PRESENCE AND ADVANCE DETECTION)	EA	70.00	$10,800.00	$756,000.00
6061	0001	GPS COMMUNICATIONS UNIT	EA	16.00	$500.00	$8,000.00

TOTAL UNIT PRICE BASE BID AMOUNT

$1,322,190.00

(Bid Items Total in Digits)

One million, three hundred twenty-two thousand, one hundred ninety dollars and zero cents

(In Words)

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

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS

August 26, 2026

Mr. Lucio Gutiérrez-García
Traffic Manager
City of Brownsville
404 E. Washington St.
Brownsville, Texas 78520

RE: Bid No. 271-26-EPW-IFB Traffic Signals Project

Dear Mr. Gutierrez-Garcia,

ALDANA ENGINEERING & TRAFFIC DESIGN ***(AETD)*** is in receipt of the bid tabulation in accordance with Article 2.14 *"Tabulation for Bids"* of TxDOT's Standard Specifications for the above-mentioned project and offers the following Bid Analysis. A total of three (3) bids were received. However, Bidder #3 (Traf-Tex, Inc.) failed to submit required references, thereby failing to satisfy TxDOT's bidding requirements. Consequently, ***Bidder #3 is disqualified*** from this bid tabulation.

AETD developed the Bid Analysis spreadsheet for the project and populated it with each item description, unit, estimated quantity, unit price and total cost. The total cost for each item was obtained by multiplying the estimated quantity by the unit price. The total cost for the project was obtained by adding up each total cost for all the items.

The official bid amounts, which are summarized below, ranged from 27.93% to 47.13% above the engineer's estimate of March 2026.

Table 1. Responsive Bidders & Comparison to Engineer's Estimate (March 2026)

Bidder #	Bidder Name	Submitted bid	Engineer's Estimate	% Below/Above	Status
Bidder #1	Austin Traffic Signal Construction Company, LLC	$1,520,580.00	**$1,033,495.00**	47.13%	Responsive
Bidder #2	The Levy Company, LLC	$1,322,190.00	**$1,033,495.00**	27.93%	Responsive
Bidder #3	Traf-Tex, Inc.	$1,195,064.00	**$1,033,495.00**	15.63%	**Disqualified (Failed to Submit References)**

Bidder #1 – Austin Traffic Signal Construction Co., LLC
Based on the bids analysis spreadsheet, Bidder #1 was the highest bidder. AETD confirmed Austin Traffic Signal LLC's total summation is $1,520,580.00.

In Accordance with TxDOT guidelines, an item is considered significantly unbalanced if the low bidder's unit price differs from the engineer's estimate by more than +50% or less than -75%. The following 3 items were identified as significantly unbalanced:

Table 2. Unbalanced Items for Austin Traffic Signal Construction Co., LLC using Engineer's Estimate of March 2026

Item No.	Description	Qty	Low Bid	Engineer's Estimate	% Difference	Reason
502 700 1	BARRICADES, SIGNS, AND TRAFFIC HANDLING	4	$ 9,600.00	$ 48,000.00	-80%	Cost Reallocation
506 704 1	TEMP SEDMT CONT FENCE (REMOVE)	3,000	$ 4,500.00	$ 1,950.00	131%	Low Quantity
680 701 1	INSTALL HWY TRF SIG (UPGRADE) (INSTALLATION OF SIGNAL CONTROLLERS & CABINETS)	17	$ 540,600.00	$ 289,000.00	87%	Inflation

Since this project has portions within State ROW and federal funds are being utilized, it must follow the TxDOT requirements for TxDOT Prequalification. This project requires a TxDOT Confidential Questionnaire Prequalification since the project cost is above $300,000.00 and as outlined on TxDOT's website (https://www.txdot.gov/business/road-bridge-maintenance/contract-letting/contractor-prequalification.html). Bidder #1 was determined to be TxDOT Prequalified under the Confidential Questionnaire.

Bidder #2 – The Levy Company, LLC
AETD confirmed They Levy Company, LLC's total summation is $1,322,190.00.

In Accordance with TxDOT guidelines, an item is considered significantly unbalanced if the low bidder's unit price differs from the engineer's estimate by more than +50% or less than -75%. The following 7 items were identified as significantly unbalanced:

Table 3. Unbalanced Items for The Levy Company, LLC using Engineer's Estimate of March 2026

Item No.	Description	Qty	Low Bid	Engineer's Estimate	% Difference	Reason
500 7001	MOBILIZATION	1	$ 75,500.00	$ 40,000.00	89%	Cost Reallocation
502 7001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	4	$ 6,600.00	$ 48,000.00	-86%	Cost Reallocation
506 7039	TEMP SEDMT CONT FENCE (INSTALL)	3,000	$ 30.00	$ 7,500.00	-100%	Cost Reallocation
506 7041	TEMP SEDMT CONT FENCE (REMOVE)	3,000	$ 30.00	$ 1,950.00	-98%	Cost Reallocation
506 7044	BIODEG EROSN CONT LOGS (INSTL) (12")	1,500	$ 15.00	$ 5,250.00	-100%	Cost Reallocation
506 7046	BIODEG EROSN CONT LOGS (REMOVE) (12")	1,500	$ 15.00	$ 1,875.00	-99%	Cost Reallocation
680 7011	INSTALL HWY TRF SIG (UPGRADE) (INSTALLATION OF SIGNAL CONTROLLERS & CABINETS)	17	$ 476,000.00	$ 289,000.00	65%	Inflation

Since this project has portions within State ROW and federal funds are being utilized, it must follow the TxDOT requirements for TxDOT Prequalification. This project requires a TxDOT Confidential Questionnaire Prequalification since the project cost is above $300,000.00 and as outlined on TxDOT's website (https://www.txdot.gov/business/road-bridge-maintenance/contract-letting/contractor-prequalification.html). Bidder #2 was determined to be TxDOT Prequalified under the Confidential Questionnaire.

Bidder #3 – Traf-Tex, Inc.

Based on the bids analysis spreadsheet, Bidder #3 was the lowest bidder. AETD confirmed Traf-Tex, Inc.'s total summation is $1,195,064.00. However, the bidder was disqualified as previously indicated.

In Accordance with TxDOT guidelines, an item is considered significantly unbalanced if the low bidder's unit price differs from the engineer's estimate by more than +50% or less than -75%. The following 5 items were identified as significantly unbalanced:

Table 4. Unbalanced Items for Traf-Tex, Inc. using Engineer's Estimate of March 2026

Item No.	Description	Qty	Low Bid	Engineer's Estimate	% Difference	Reason
506 7039	TEMP SEDMT CONT FENCE (INSTALL)	3,000	$15,000.00	$7,500.00	100%	Low Quantity
506 7041	TEMP SEDMT CONT FENCE (REMOVE)	3,000	$3,000.00	$1,950.00	54%	Low Quantity
506 7044	BIODEG EROSN CONT LOGS (INSTL) (12")	1,500	$17,250.00	$5,250.00	229%	Low Quantity
506 7046	BIODEG EROSN CONT LOGS (REMOVE) (12")	1,500	$7,500.00	$1,875.00	300%	Low Quantity
680 7011	INSTALL HWY TRF SIG (UPGRADE) (INSTALLATION OF SIGNAL CONTROLLERS & CABINETS)	17	$466,004.00	$289,000.00	61%	Inflation

Since this project has portions within State ROW and federal funds are being utilized, it must follow the TxDOT requirements for TxDOT Prequalification. This project requires a TxDOT Confidential Questionnaire Prequalification since the project cost is above $300,000.00 and as outlined on TxDOT's website (https://www.txdot.gov/business/road-bridge-maintenance/contract-letting/contractor-prequalification.html). Bidder #3 was determined to be TxDOT Prequalified under the Confidential Questionnaire.

Based on the submitted bids and our corresponding analysis, we recommend that the responsive and responsible lowest Bidder (**Bidder #2 - The Levy Company, LLC)** be awarded a contract not to exceed **$1,322,190.00**.

Thank you for the opportunity to assist you with this project and should you have any questions or concerns, please feel free to contact me via email at aaldana@aetdengineers.com or via phone at 956-272-1496.

Sincerely,

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC

Albert J. Aldana, P.E.
Project Manager

Attachment: Bid Tabulation

BID COMPARISON
BROWNSVILLE 271-26-EPW-IFB TRAFFIC SIGNAL IMPROVEMENTS - CAMERON COUNTY
CITY OF BROWNSVILLE

					AUSTIN TRAFFIC SIGNAL CONSTRUCTION CO., LLC		THE LEVY COMPANY, LLC		TRAF-TEX, INC.		ENGINEER'S ESTIMATE MAR 2026		LOW BIDDER VS ENGINEER'S ESTIMATE	
ITEM NO.	DESC CODE	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	DIFFERENCE (+/-) TOTAL COST	% DIFFERENCE (OVER/UNDER)
500	7001	MOBILIZATION	LS	1.00	$ 42,000.00	$ 42,000.00	$ 75,500.00	$ 75,500.00	$ 41,386.00	$ 41,386.00	$ 40,000.00	$ 40,000.00	$ 1,386.00	3%
502	7001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	4.00	$ 2,400.00	$ 9,600.00	$ 1,650.00	$ 6,600.00	$ 10,091.00	$ 40,364.00	$ 12,000.00	$ 48,000.00	$ (7,636.00)	-16%
506	7039	TEMP SEDMT CONT FENCE (INSTALL)	LF	3,000.00	$ 3.00	$ 9,000.00	$ 0.01	$ 30.00	$ 5.00	$ 15,000.00	$ 2.50	$ 7,500.00	$ 7,500.00	100%
506	7041	TEMP SEDMT CONT FENCE (REMOVE)	LF	3,000.00	$ 1.50	$ 4,500.00	$ 0.01	$ 30.00	$ 1.00	$ 3,000.00	$ 0.65	$ 1,950.00	$ 1,050.00	54%
506	7044	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	1,500.00	$ 3.20	$ 4,800.00	$ 0.01	$ 15.00	$ 11.50	$ 17,250.00	$ 3.50	$ 5,250.00	$ 12,000.00	229%
506	7046	BIODEG EROSN CONT LOGS (REMOVE) (12")	LF	1,500.00	$ 1.20	$ 1,800.00	$ 0.01	$ 15.00	$ 5.00	$ 7,500.00	$ 1.25	$ 1,875.00	$ 5,625.00	300%
680	7011	INSTALL HWY TRF SIG (UPGRADE) (INSTALLATION OF SIGNAL CONTROLLERS & CABINETS)	EA	17.00	$ 31,800.00	$ 540,600.00	$ 28,000.00	$ 476,000.00	$ 27,412.00	$ 466,004.00	$ 17,000.00	$ 289,000.00	$ 177,004.00	61%
6008	0001	RVDS (PRESENCE AND ADVANCE DETECTION)	EA	70.00	$ 12,820.00	$ 897,400.00	$ 10,800.00	$ 756,000.00	$ 8,488.00	$ 594,160.00	$ 9,000.00	$ 630,000.00	$ (35,840.00)	-6%
6061	0001	GPS COMMUNICATIONS UNIT	EA	16.00	$ 680.00	$ 10,880.00	$ 500.00	$ 8,000.00	$ 655.00	$ 10,400.00	$ 620.00	$ 9,920.00	$ 480.00	5%
				BASE BID TOTAL	$	1,520,580.00	$	1,322,190.00	$	1,195,064.00	$	1,033,495.00	$ 161,569.00	16%

August 25, 2026

Mr. Jesus Sanchez Chavez.
Transportation Engineer, P.E.
Texas Department of Transportation
600 W. Expressway 83
Pharr, Texas 78577

Reference: Bid No. 271-26-EPW-IFB – Traffic Signals Improvements Project

Dear Mr. Sanchez,

The Procurement Department has diligently evaluated the submissions for the referenced project and conducted a comprehensive review of all documentation. Subsequently, we collaborated with our Engineering Consultant, Aldana Engineering & Traffic Design (AEDT), to conduct a thorough bid analysis.

Per TxDOT's review and guidance, Traf-Tex, Inc., the apparent low bidder, is considered non-responsive because the minimum qualification requirements associated with Form 8 – References were not fulfilled. Accordingly, per TxDOT's direction, the City of Brownsville is proceeding with the next lowest responsive bidder.

As stated in the attached Engineer's Letter of Recommendation, the City of Brownsville respectfully requests TxDOT's concurrence to formally award the construction contract to The Levy Company, LLC, as the next lowest responsive and responsible bidder.

Also included are the following items:

1. Analysis and recommendation from the Engineering Consultant. See Attachment A.
2. Bid Tabulation of all bids, comparing them to the engineer's estimate and The Levy Company, LLC bid. See Attachment B.
3. Documentation of advertising period. See Attachment C.
4. Verification that the contractor is not currently debarred from receiving federal or state-funded contracts. See Attachment D.
5. Documentation of Child Support Statement, Non-Collusion Affidavit, Disclosure of Interest Form, Addendum Acknowledgment, Statement of Conflict of Interest.

For any inquiries or additional details, please feel free to reach out. Your prompt attention to this matter is appreciated.

Sincerely,

Damian Espinoza
City of Brownsville - Procurement Director

BROWNSVILLE
The Herald

PUBLISHER'S AFFIDAVIT
STATE OF TEXAS
COUNTY OF CAMERON

I, Sally Rodriguez being duly sworn on her oath states that she is the Legals Account Representative of THE HERALD a semi-weekly news-paper in Cameron County and that the attached notice did print in the following issues:

Date: July 4, 2026
Acct: #30004791 City of Bro. Purchasing
IO: 30282624 - Invitation to Bid/Prop/
Qualifications

Subscribed and sworn to before me on this the 4th day of August, 2026

Notary Public, Cameron County

NORMA I. BARRAS
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES 9-25-2027
ID # 128747846

SCANNED

FOR RENT FOR SALE
myRGV Classifieds .com
aimmediajobs.com
The Brownsville Herald

109 Personals



Dear Sacred Heart of Jesus In the past I have asked for favors. This time I ask you the very special one (mention favor). Take it, dear Jesus, and place it within your own heart where your Father sees it. Then in your merciful eyes it will become your favor, not mine. Amen. Say this prayer for 3 days, promise publication and favor will be granted. Never known to fail.
God Bless
Denise Cortez

727 We Buy

We Buy Real Estate Notes
956-399-1199
NotaBuyingUSA.com

726 Investment Opportunities

WE BUY Real Estate Notes
956-399-1199
NotaBuyingUSA.com

FIND IT IN THE CLASSIFIEDS



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101 Legal Notices

INVITATION TO BID/PROPOSE

BROWNSVILLE PUBLIC UTILITIES BOARD

NO.	PRE-BID/ PROPOSAL CONFERENCE VIA CONFERENCE CALL	SUBMISSION	OPENING	NAME
Q 014-26	N/A	07/22/26 5:00 PM	07/23/26 10:00 AM	Market Operations, Risk Management & Settlement Consulting Services

*B/P/Q (BID/PROPOSAL/QUALIFICATIONS)

Sealed bids/proposals/qualifications will be received by the Brownsville Public Utilities Board, at the office of **DIANE SOLITAIRE, PURCHASING, 1155 FM 511, OLMITO, TEXAS 78575, (956) 983-6364**. The bids/ proposals/qualifications will be received until the date specified above. **INTERESTED BIDDERS/PROPOSERS MAY OBTAIN SPECIFICATIONS AND/OR INFORMATION AT THE BPUB PURCHASING DEPARTMENT.** Bidders/Proposers are invited to attend the bid/proposal/qualification opening at the Office of the Purchasing Department on the dates specified. Presence at the bid opening is not mandatory. Specifications may also be obtained at https://www.brownsville-pub.com/rfp_status/open/ or at https://www.bidnetdirect.com/texas/brownsville-pub

07/04/26

101 Legal Notices

Request for Proposal (RFP)

Purchasing Cooperative of America (PCA) is a national public procurement cooperative working with a public agency to provide Requests for Proposals for response by Vendors who can provide the following Products/services to public sector entities:

1) **RFP OD-446-26 Fire Department Equipment;**
2) **RFP OD-447-26 Traffic Control and Work Zone Safety;**
3) **RFP OD-448-26 Job Order Contracting (JOC) and Related Items;**
4) **RFP OD-449-26 Trades Services.**

Vendors are invited to respond electronically to RFPs through the PCA website portal at www.pcamerica.org/solicitations. Proposals are due by 11:00 AM CT on Tuesday, July 28th, 2026. Please direct inquiries to Elaine Nichols at 844-722-6374.

101 Legal Notices

BROWNSVILLE
City of Brownsville Procurement Department

INVITATION

** B/P/Q (Bid/Proposal/Qualifications)*

Description	Number	Pre-Bid/Proposal Meeting	Opening Meeting
Invitation For Bids For: Excavation, Loading, and Hauling Services	*B 288-26-EPW-IFB	Tuesday, July 7, 2026 @ 11:00 A.M CT TEAMS VIRTUAL MEETING	Tuesday, August 4, 2026 @ 3:00 P.M CT TEAMS VIRTUAL MEETING
Invitation For Bids For: Traffic Signal Improvements – Cameron County	*B 271-26-EPW-IFB	Thursday, July 9, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Tuesday, July 28, 2026 @ 2:00 P.M CT TEAMS VIRTUAL MEETING
Request for Qualifications For: Brownsville Comprehensive Plan	*Q 270-26-PLN-RFQ	Tuesday, July 14, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Wednesday, August 12, 2026 @ 3:00 P.M CT TEAMS VIRTUAL MEETING
Invitation For Bids For: Landfill Cell #6 Construction & Associated Improvements	*B 296-26-EPW-IFB	Tuesday, July 14, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Tuesday, August 4, 2026 @ 2:00 P.M CT TEAMS VIRTUAL MEETING

Interested Bidders/Proposer are invited to attend the Bid/Proposal opening via Video conference on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at: http://www.brownsvilletx.gov or https://brownsvilletx.bonfirehub.com/ (956) 548-6087 office, e-mail: purchasing@brownsvilletx.gov.

07/04/2026

101 Legal Notices

HACB HOUSING AUTHORITY CITY OF BROWNSVILLE

2606 BOCA CHICA BLVD
BROWNSVILLE, TX 78521
(956) 541-8315
www.hacb.us

REQUEST FOR QUALIFICATIONS (RFQ)

The Housing Authority of the City of Brownsville (HACB) is hereby soliciting Qualifications for the following item:

1. "RFQ HACB No. 26-001 On Call Architectural & Engineering Services"

HACB is seeking to engage qualified firms to provide the services mentioned above. All applicants must comply with the RFQ requirements and must address all items.

All Statement of Qualifications (SOQ) must be submitted electronically no later than 5:00 p.m. C.S.T. on Thursday, August 6th, 2026, through the Housing Agency Marketplace. No SOQ's will be accepted for consideration after the deadline specified above.

All SOQ's will be evaluated in accordance with the HACB procurement process. Any SOQ's not fully addressing the requirements of the Request for Qualifications may be considered non-responsive and may be eliminated from further consideration.

This RFQ (and any future Addendums to it) may be obtained by accessing the Housing Agency Marketplace website https://ha.internationaleprocurement.com/. If you have any problems obtaining the document, please contact Mr. Julio C. Martinez, Procurement Manager, at jcmartinez@hacb.us or (956) 214-1536.

PUBLISHED: 6/27/2026 & 7/4/2026

EQUAL HOUSING OPPORTUNITY

SCANNED

The Brownsville Herald

PUBLISHER'S AFFIDAVIT
STATE OF TEXAS
COUNTY OF CAMERON

I, Sally Rodriguez being duly sworn on her oath states that she is the Legals Account Representative of THE HERALD a semi-weekly news-paper in Cameron County and that the attached notice did print in the following issues:

Date: July 11, 2026
Acct: #30004791 City of Bro. Purchasing
IO: 30283200 – Bid/Proposal/Qual

Sally Rodriguez

Subscribed and sworn to before me on this the 4th day of August, 2026

Norma I. Barras
Notary Public, Cameron County

NORMA I. BARRAS
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES 5-05-2027
ID # 128747846

SCANNED

101 Legal Notices

INVITATION TO BID/PROPOSE

BROWNSVILLE PUBLIC UTILITIES BOARD

NO.	PRE-BID/ PROPOSAL CONFERENCE VIA CONFERENCE CALL	SUBMISSION	OPENING	NAME
Q 014-26	N/A	07/22/26 5:00 PM	07/23/26 10:00 AM	Market Operations, Risk Management & Settlement Consulting Services

*B/P/Q (BID/PROPOSAL/QUALIFICATIONS)

Sealed bids/proposals/qualifications will be received by the Brownsville Public Utilities Board, at the office of DIANE SOLITAIRE, PURCHASING, 1155 FM 511, OLMITO, TEXAS 78575, (956) 983-6364. The bids/proposals/qualifications will be received until the date specified above. INTERESTED BIDDERS/PROPOSERS MAY OBTAIN SPECIFICATIONS AND/OR INFORMATION AT THE BPUB PURCHASING DEPARTMENT. Bidders/Proposers are invited to attend the bid/proposal/qualification opening at the Office of the Purchasing Department on the dates specified. Presence at the bid opening is not mandatory. Specifications may also be obtained at https://www.bidnetdirect.com/texas/brownsville-pub

07/11/26

CAMERON COUNTY

INVITATION

Cameron County is requesting bids/proposals/qualifications for the following, which should BE REFERENCED ON ENVELOPE, "ATTN: COMMISSIONERS COURT - SEALED BID/PROPOSAL:
DEADLINE- - 3:00 p.m.

07/29/2026 RFQ #260601	REQUEST FOR QUALIFICATIONS FOR ENGINEERING DESING SERVICES FOR CAMERON COUNTY AIRPORT IMPROVEMENT FOR FIVE YEAR PLAN
07/29/2026 RFP #1476-2	CIVIL SERVICES EXAM PREPERATION
08/05/2026 RFP #1460EAP	INSURANCE EMPLOYEE ASSISTANCE PROGRAM
08/05/2026 RFP #1460EH	ASO PHARMACY BENEFIT MANAGEMENT, MEDICAL PROVIDER NETWORK, COBRA SERVICES, STOP LOSS INSURANCE

A = Annual Q = Quarterly B = Bid RFP = Proposal RFQ = Qualifications

Detailed specifications are available from Dalia Loera at 956/544-0871 of the County Purchasing Department or web site- Bids & Specs. Tab https://www.cameroncountytx.gov/purchasing-bids-rfpq-addms-tabs/

Your sealed submittals should contain the REFERENCE "ATTN COMMISSIONERS COURT – SEALED BID/PROPOSAL/REQUEST FOR QUALIFICATIONS ON THE OUTSIDE OF YOUR RETURN ENVELOPE and addressed and sent to the County Purchasing Department - Cameron County Courthouse, (Dancy Building) 1100 E. Monroe St., Basement Floor, Room# B17, Brownsville, Tx. 78520. Properly referenced and returnedBids/ RFP's / RFQ's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – Basement Floor – Room #B17 at 3:00p.m. (as per Purchasing Dept time clock) on deadline date.Bidders are invited to attend. Cameron County is an Equal Employment Opportunity Employer and expressly reserves the right to accept or reject any and all submittals and may waive formalities.

07/11/2026

BROWNSVILLE

City of Brownsville Procurement Department

INVITATION

** B/P/Q (Bid/Proposal/Qualifications)*

Description	Number	Pre-Bid/Proposal Meeting	Opening Meeting
Invitation For Bids For: Traffic Signal Improvements - Cameron County	*B 271-26-EPW-IFB	Thursday, July 9, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Tuesday, July 28, 2026 @2:00 P.M CT TEAMS VIRTUAL MEETING
Request for Qualifications For: Brownsville Comprehensive Plan	*Q 270-26-PLN-RFQ	Tuesday, July 14, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Wednesday, August 12, 2026 @3:00 P.M CT TEAMS VIRTUAL MEETING
Invitation For Bids For: Landfill Cell #6 Construction & Associated Improvements	*B 296-26-EPW-IFB	Tuesday, July 14, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Wednesday, August 4, 2026 @ 3:00 P.M CT TEAMS VIRTUAL MEETING
Request for Qualifications for: Turnkey Engineering, Procurement, And Construction (EPC) Of Middle-Mile Fiber Extension (Rings 7-9)	*Q 295-26-IT-RFQ	Tuesday, July 21, 2026 @ 10:00 A.M CT TEAMS VIRTUAL MEETING	Tuesday, August 18, 2026 @ 3:00 P.M CT TEAMS VIRTUAL MEETING

Interested Bidders/Proposer are invited to attend the Bid/Proposal opening via Video conference on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at: http://www.brownsvilletx.gov or https://brownsvilletx.bonfirehub.com/ (956) 548-6087 office, e-mail: purchasing@brownsvilletx.gov.

07/11/2026

NOTICE OF A REGULAR MEETING OF THE PLANNING AND ZONING COMMISSION

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT THE CITY OF BROWNSVILLE, TEXAS, HAS BEEN REQUESTED (AND/OR PROPOSES) TO ADOPT THE FOLLOWING ORDINANCE(S):

ORDINANCE NUMBER 235-2026-012: To rezone from Residential Single-Family (R-1) to Residential Transition (R-3) to allow a townhome development for 3.205 acres out of Share 4, Espiritu Santo Grant, Cameron County, Texas, located at Vasquez Ranch Road, Brownsville, Texas 78520.

ORDINANCE NUMBER 235-2026-017-S: To request a Specific Use Permit (SUP) in a Regional Center (RC) zoning district to allow a data center and a cold storage facility for Lot 1A, Block 1 LR Cowen Subdivision Replat No. 2, and Lot 2, Block 1, Padre Play Subdivision, Cameron County, Texas, located at 7480 Padre Island Highway, Brownsville, Texas 78521.

ORDINANCE NUMBER 235-2026-018: To rezone from Agriculture (AG) to Residential Single-Family (R-1) to allow a single-family residential subdivision for all of Summer Lakes Subdivision Phase 4, Cameron County, Texas, located at Summerhill Boulevard, Brownsville, Texas 78520.

ORDINANCE NUMBER 235-2026-003-S: To request a Specific Use Permit (SUP) in a Commercial Corridor (CC) zoning district to allow a commercial plaza and establish reduced setbacks for Lots 16, 17, and 18, Block 1, Naranja Vista Subdivision, Cameron County, Texas, located at 9935 Naranjo Road, Brownsville, Texas 78521.

ORDINANCE NUMBER 235-2026-004: To rezone from Residential Single-Family (R-1) to Residential Suburban (R-2) to allow an existing duplex subdivision for all of Hidden Meadows Subdivision Section 2, Cameron County, Texas, located at Hidden Meadows Boulevard, Brownsville, Texas 78520.

ORDINANCE NUMBER 235-2026-005: To rezone from Commercial Corridor (CC) to Residential Transition (R-3) to allow an existing singlefamily development for an approximate 2.09 acres out of Lots 1, 2, 5, 6, 7, and 8, Block 40, out of Share 28 of the Brownell Tract, coming from a portion of El Jardin Subdivision, located at Lester Drive, Brownsville, Texas 78521.

. . . . . .

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the Planning and Zoning Commission of the City of Brownsville, Texas, has scheduled a **Regular Meeting on Thursday, August 6, 2026, at 5:30 P.M.**, in the Commission Chambers, on the Second Floor of the City Hall – Old Federal Building, located at 1001 East Elizabeth Street, Brownsville, Cameron County, Texas, 78520.

City Commission will be held on Tuesday, August 18, 2026, at 5:00 P.M. for 1st Reading on approved ordinances from the aforementioned list (the link and location to this meeting will be provided by the Office of the City Secretary)

. . . . . .

Members of the public who submit "Public Comment Forms" will be permitted to offer public comments as provided by the agenda and as permitted by the presiding officer during the meeting at the aforementioned time and location by and before said City. For further information, please call (956) 548-6150 (Para más información, favor de llamar al (956) 548-6150). Of all said matters and things, all persons interested in the things and matters herein mentioned will take notice.

AMIGOS DEL VALLE, INC.

REQUEST FOR QUOTATION

"Five (5) 16 Door Postal Cluster Mailbox with Pedestal"

Amigos Del Valle, Inc. (ADV) is seeking sealed Request for Quotation (RFQ) on behalf of **Casa De Amigos #5** from qualified vendors for Five 16 Door Postal Cluster Mailbox with Pedestal. The Legal Notice and RFQ specifications will be available on Monday, **July 13, 2026,** and may be picked up at Amigos Del Valle, Inc., 212 W 18th St, Mission, TX 78572.

SEALED RFQ must be properly addressed to Emanuel Rodriguez, Procurement/Transportation Manager, and submitted at Amigos Del Valle, Inc., 212 W 18th St, Mission, TX 78572 (956) 213-9400, extension 3009.

ONE (1) ORIGINAL AND ONE (1) COPY OF ALL RFQs ARE REQUIRED with the proper notation written on the lower left-hand corner of the envelope: RFQ – **"Five (5) 16 Door Postal Cluster Mailbox with Pedestal"**. The deadline for submitting a sealed RFQ is on July 24, 2026, at 02:00 P.M.

NO FACSIMILES, EMAILS, OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED REQUEST FOR PROPOSALS (RFP) RECEIVED AFTER THE SUBMITTAL DEADLINE WILL NOT BE OPENED AND WILL BE RETURNED.

OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF THE EXPRESS ENVELOPE OR PACKAGE ABOUT THE RFP.

AMIGOS DEL VALLE, INC. RESERVES THE RIGHT TO REFUSE AND REJECT ANY AND ALL RFPs AND TO WAIVE ANY AND ALL FORMALITIES OR TECHNICALITIES, OR TO ACCEPT THE RFP CONSIDERED THE BEST AND MOST ADVANTAGEOUS TO AMIGOS DEL VALLE, INC.

Emanuel Rodriguez
Procurement/Transportation Manager
erodriguez@advrgv.org





SCANNED

FORM 14: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

ATTACHMENT I: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH (CONTINUED)

NON-DEBARMENT CERTIFICATION FORM			
COMPANY/ENTITY LEGAL NAME: The Levy Company, LLC			
STREET ADDRESS: 16294 IH 35 North			
CITY: Selma	**STATE:** Texas	**ZIP:** 78154	
CONTACT NAME: Russell Perry			
CONTACT EMAIL: rperry@levycompany.com		**CONTACT PHONE:** 210-497-4500	
***UEI #**	GXHRRB1S3721	****TIN #**	

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. All entities must be pre-vetted for eligibility/ability to perform the outlined ARPA funded scope of work and a record (PDF of SAM.gov screenshot) of SAM debarment clearance must be obtained prior to entering into any final contracts. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: *"OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19."*

Also, Federal Executive Order (E.O.) 12549: "Debarment" requires that contractors, beneficiaries or subrecipient organizations and their principals – who are receiving awards, using federal funds, are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify you from receiving or retaining funds. Information on debarment is available at the following website: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: *"If a federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/awarding agency, the agency may pursue any available remedies, including suspension and debarment."*

[INITIAL]	CERTIFICATION & SIGNATURE
RP	**We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.**
RP	**We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in this agreement's termination and/or the repayment of funds.**

Your signature certifies that the information provided on this form is correct and that neither you nor your principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

SIGNATURE

Russell Perry, President — 07/27/2026

PRINTED NAME & TITLE — **DATE**

FOR DEPARTMENT USE ONLY		
SAM Debarment/Certification Record of Clearance	Yes [ ] No [ ]	Note:
State of Texas Debarred Vendor List Cleared	Yes [ ] No [ ]	Note:
Verified By:	Yes [ ] No [ ]	Date:

SAM.GOV

Exclusion Search Results 0 Total Results

Filter by:

Keyword (ALL)	Status
GXHRRB1S3721	Active

State of Texas Child Support Business Ownership Form

County: Cameron

Project Name: Signal Improvements

TxDOT CSJ: 0921-06-371

LG Project Number: _____

Business Entity Submitting Bid: The Levy Company, LLC

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

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

Name	Social Security Number
NA	

2. Please check the box below if no individual owns 25% or more of the business.

(✓) No individual own 25% or more of the business.

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

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

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

Signature

07/27/2026

Date

Russell Perry

Printed Name

IF THIS PROJECT IS A JOINT VENTURE,

ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

Form 5 – Non-Collusion Affidavit

Purpose

This form ensures that each Respondent certifies its offer is made independently and without any attempt to restrict or suppress competition.

Certification

By signing below, the Respondent certifies and affirms that:

1. The response submitted is made independently and without consultation, communication, agreement, or understanding with any competing Respondent as to:
   - Prices;
   - Methods or factors used to calculate prices;
   - Intent to submit, or refrain from submitting, a response; or
   - Any other matter relating to competition.
2. The Respondent has not directly or indirectly entered into any agreement or arrangement with any other person, firm, or corporation to limit competition, to fix prices, or to influence the award of this solicitation.
3. The Respondent has not, and will not, offer or give any gratuity, favor, or thing of value to any officer, employee, or representative of the City of Brownsville for the purpose of influencing or obtaining favorable treatment in connection with this solicitation.
4. The Respondent has not received or attempted to obtain information not available to other Respondents so as to gain a preferential advantage in the solicitation or award process, and will not seek or accept such information in the future.
5. The Respondent certifies compliance with all applicable state, federal, and local laws, regulations, and ordinances relating to antitrust, bribery, collusion, and improper influence, and agrees that any violation may result in rejection of its response, contract termination, and/or legal action by the City.
6. The Respondent understands that submitting a false statement or misrepresentation in connection with this certification is a violation of Texas Penal Code § 37.10 (Tampering with a Governmental Record) and may result in disqualification or prosecution.

Authorized Certification

Signature: _____

Printed Name: Russell Perry

Title: President

Date: 07/27/2026

Company Name: The Levy Company, LLC

Phone: 210-497-4500

Form 7 – Disclosure Of Interest

Purpose

This form ensures compliance with the City of Brownsville's transparency and ethics requirements by disclosing any ownership, employment, or financial interest in the Respondent's business held by City officials, employees, or members of City boards and commissions.

All Respondents submitting to a formal solicitation, cooperative contract purchase, or agreement requiring City Commission approval must complete and submit this form.

Disclosure Statement

Please select one of the following options:

■ **No Interests to Disclose:** The Respondent affirms that no City official, employee, or board or commission member has any financial interest, ownership interest, or employment relationship with the Respondent or its affiliates.

☐ **Interests to Disclose:** The following individuals have a financial interest, ownership interest, or employment relationship with the Respondent or its affiliates:

Name of City Official / Employee / Board Member	Title / Department / Board	Nature of Interest (Employment, Ownership, Investment, etc.)	% of Ownership or Compensation

Attach additional pages if necessary.

Certification

By signing below, the Respondent certifies that the information provided herein is true and correct to the best of their knowledge and belief. The Respondent further understands that failure to disclose an interest or providing false, misleading, or incomplete information may result in disqualification, termination of contract, or prosecution under Texas Penal Code § 37.10 (Tampering with a Governmental Record).

Signature: _____

Printed Name: Russell Perry

Title: President

Date: 07/27/2026

Company Name: The Levy Company, LLC

Phone: 210-497-4500

Section 40-7 – Prohibited Contractor Contributions Acknowledgment

The Respondent acknowledges the provisions of City Code Sec. 40-7 (Prohibited Contractor Contributions), which make it unlawful for any contractor to contribute or offer any contribution to a candidate, or for any candidate to solicit or accept any contribution from a contractor during a contract award period. The Respondent further agrees to provide, upon request, a complete list of all persons included in the term "contractor" as defined in that section, and understands that such list may be forwarded to the City Secretary in accordance with the ordinance.

Definitions

For the purposes of this form:

- **City Official** – Any elected official of the City of Brownsville and any appointed member of a board, commission, or committee established by the City Commission.
- **Employee** – Any individual employed by the City of Brownsville, whether full-time, part-time, or temporary.
- **Financial Interest** – Any ownership, employment, or compensation arrangement involving the Respondent, its affiliates, or subsidiaries that results in direct or indirect monetary benefit.
- **Ownership Interest** – Having legal or equitable title to at least ten percent (10 %) of the voting shares, capital stock, or other ownership interest of the Respondent.
- **Affiliate** – Any business entity that directly or indirectly controls, is controlled by, or is under common control with the Respondent.

Form 1 – Proposal Acknowledgment & Authorized Contact

Purpose

This form officially acknowledges the Respondent's intention to submit a response to this solicitation. It also identifies the authorized contact who is empowered to act on behalf of the Respondent and will serve as the primary point of contact throughout the project. By submitting this form, the Respondent acknowledges and accepts all terms, conditions, and requirements stated in the solicitation.

Solicitation No. 271-26-EPW-IFB

Respondent Information

Legal Entity Name: The Levy Company, LLC

Primary Contact Name: Russell Perry

Title: President

Telephone: 210-497-4500 Email: rperry@levycompany.com

Acknowledgment of Solicitation Requirements

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has examined the solicitation documents, including all addenda issued, and is familiar with all conditions affecting the response.
2. The Respondent understands that submission of this acknowledgment constitutes a binding offer subject to the terms, conditions, and validity period stated in the solicitation package issued by the City of Brownsville.
3. The Respondent certifies that they possess full authority to bind the entity and to enter into an agreement with the City of Brownsville if selected.
4. The Respondent acknowledges that failure to submit this completed form or to sign below may result in rejection of the response as nonresponsive.
5. The Respondent acknowledges receipt of all addenda issued and confirms that all changes, clarifications, and revisions have been incorporated into this submission.

☑ No Addenda Issued Out

☐ Addendum No. ____ Date: _____

☐ Addendum No. ____ Date: _____

☐ Addendum No. ____ Date: _____

☐ Addendum No. ____ Date: _____

☐ Addendum No. ____ Date: _____

☐ Addendum No. ____ Date: _____

(Attach additional sheet if necessary)

Note: This acknowledgment applies to all addenda issued, regardless of whether each addendum is individually listed above.

Certification

By signing below, the undersigned Respondent certifies that all statements made herein are true and correct and that they are duly authorized to sign this form and bind the Respondent to its contents.

Signature: _____

Printed Name: Russell Perry

Title: President

Date: 07/27/2026

Company Name: The Levy Company, LLC

Phone: 210-497-4500

Email: rperry@levycompany.com

Form 2 - Statement Of Conflicts Of Interest (If Any)

Conflict of Interest Disclosure Instructions

The Respondent must disclose any conflicts of interest related to the goods and/or services associated with this solicitation. A conflict-of-interest statement is required if any conflicts exist, along with a detailed plan for mitigating the conflict(s). The City reserves the sole discretion to determine whether a conflict disqualifies a firm and/or whether a conflict mitigation plan is acceptable.

If a conflict of interest exists, the Respondent must:

- Complete Form CIQ
- File the form with the City Secretary
- Include a copy of the completed Form CIQ with the proposal

If no conflict of interest exists, Form CIQ is not required. Regardless of whether a conflict exists, this Form 2 must be completed and signed.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Chapter 176, Texas Local Government Code, regarding conflict-of-interest disclosures.
2. The Respondent understands that a completed Texas Ethics Commission Form CIQ must be filed with the City Secretary's Office of the City of Brownsville, Texas, within seven (7) business days after the Respondent becomes aware of a conflict.
3. The Respondent acknowledges that the completed Form CIQ is a public record and will be made available by the City Secretary in accordance with state law.
4. The Respondent understands that failure to file a required Form CIQ is a violation of state law and may result in penalties under Texas Local Government Code §176.006 and possible disqualification from consideration for award.
5. The Respondent shall submit this acknowledgment form as part of its solicitation response and attach a copy of the completed TEC Form CIQ, if applicable.

City Secretary Contact Information

City of Brownsville – Office of the City Secretary
1001 East Elizabeth Street, Brownsville, Texas 78520
Email: citysecretary@brownsvilletx.gov
Phone: (956) 548-6000

Certification

By signing below, the Respondent certifies that they have reviewed and understand the requirements of Chapter 176, Texas Local Government Code and have determined whether a conflict of interest exists. The Respondent further certifies that, if a conflict of interest exists, a completed Conflict of Interest Questionnaire (Form CIQ) has been or will be filed with the City Secretary in accordance with state law and that a copy of the completed Form CIQ is included with this submission, if applicable. The Respondent affirms that all information provided is true and correct and that they are authorized to bind the entity.

Signature: _____

Printed Name: Russell Perry

Title: President

Date: 07/27/2026

Company Name: The Levy Company, LLC

Phone: 210-497-4500

Email: rperry@levycompany.com

Docusign Envelope ID: 9CCBB100-A89B-893A-82C6-E1B7E0328E0E

600 W Interstate 2 | Pharr, Texas 78577
956.702.6100
txdot.gov

September 21, 2026

The Honorable Mayor John Cowen, Jr.

City of Brownsville

1001 E. Elizabeth Street

Brownsville, TX, 78522

RE: Concurrence to Award
Traffic Signal Improvements
CSJ: 0921-06-371

Dear Mayor Cowen,

We have completed our review of the bid package and analysis that was included with the City of Brownsville letter dated August 28, 2026, and do concur with awarding the contract to the Levy Company, Inc. with their low bid amount of $1,322,190.00. The City of Brownsville may now award the contract and move forward with construction operations.

Ms. Yahaira Marroquin, out of the San Benito Area Office, will serve as the construction project manager and will be your point of contact from this point forward. Please work directly with her to ensure all requirements are met for you to receive the federal/state funding participation outlined in the Advance Funding Agreement. In addition, and as a reminder, the local government construction procedures that the City of Brownsville will need to follow can be found at:
https://www.txdot.gov/business/resources/lgp/toolkit.html

Docusign Envelope ID: 9CCBB100-A89B-893A-82C6-E1B7E0328E0E

If you have any questions, feel free to call me or our Traffic Section Engineering Supervisor, Ms. Nayely Parra, P.E., at (956) 702-6152.

Sincerely,

DocuSigned by:
Pedro R. Alvarez
EABA335C2DAA48C...

Pedro R. Alvarez, P.E.
Pharr District Engineer

Cc: Alan Guard, ICMA-CM, CGFO, City Manager, City of Brownsville
Doroteo Garcia Jr., P.E., Assistant City Manager
Carlos Lastra, P.E., City Engineer, City of Brownsville
Lucio S. Gutierrez, P.E., Traffic Manager, City of Brownsville, RPIC City of Brownsville
Rex A. Costley, P.E., Pharr Deputy District Engineer
Norma Y. Garza, P.E., Pharr District Director of Transportation Planning & Development
Gabriel I. Garcia, P.E., Pharr District Director of Transportation Operations
Andres Espinoza, P.E., San Benito Area Engineer
Beethoven Garcia, P.E., Pharr District Advanced Project Delivery Supervisor
Nayely Parra, P.E., Pharr District Traffic Section Supervisor
Jesus Sanchez Chavez, P.E., TxDOT Project Manager, Pharr District Traffic Section
Gabriel Villarreal, P.E., San Benito Assistant Area Engineer
Yahaira Marroquin, TxDOT Project Manager, San Benito Area Office

Item 500
Mobilization

1. DESCRIPTION

Establish and remove offices, plants, and facilities. Move personnel, equipment, and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items. Bonds and insurance are required for performing mobilization.

For Contracts with emergency mobilization, provide a person and method of contact available 24 hr. per day, 7 days per week, unless otherwise shown on the plans. The time of notice will be the transmission time of the written notice or notice provided orally by the Department's representative.

2. MEASUREMENT

This Item will be measured by the lump sum or each as the work progresses. Mobilization is calculated on the base bid only and will not be paid for separately on any additive alternate items added to the Contract.

3. PAYMENT

For this Item, the adjusted Contract amount will be calculated as the total Contract amount less the lump sum for mobilization. Material on hand will not be considered as a construction item earned when calculating mobilization payment. Except for Contracts with callout or emergency work, mobilization will be paid in partial payments as follows.

- Payment will be made upon presentation of a paid invoice for the payment or performance bonds and required insurance.
- Payment will be made upon verification of documented expenditures for plant and facility setup. The combined amount for all these facilities will be no more than 10% of the mobilization lump sum or 1% of the total Contract amount, whichever is less.
- When 1% of the adjusted Contract amount for construction Items is earned, 50% of the mobilization lump sum bid or 5% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
- When 5% of the adjusted Contract amount for construction Items is earned, 75% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under the Item will be deducted from this amount.
- When 10% of the adjusted Contract amount for construction Items is earned, 90% of the mobilization lump sum bid or 10% of the total Contract amount, whichever is less, will be paid. Previous payments under this Item will be deducted from this amount.
- Upon final acceptance, 97% of the mobilization lump sum bid will be paid. Previous payments under this Item will be deducted from this amount.
- Payment for the remainder of the lump sum bid for "Mobilization" will be made after all submittals are received, after final quantities have been determined, and when any separate vegetative establishment and maintenance, test, and performance periods provided for in the Contract have been successfully completed.

For projects with extended maintenance or performance periods, payment for the remainder of the lump sum bid for "Mobilization" will be made 6 mo. after final acceptance.

For Contracts with callout or emergency work, "Mobilization" will be paid as follows.

- Payment will be made upon presentation of a paid invoice for the payment of performance bonds and required insurance.
- Mobilization for callout work will be paid for each callout work request.
- Mobilization for emergency work will be paid for each emergency work request.

Item 502
Barricades, Signs, and Traffic Handling

1. DESCRIPTION

Provide, install, move, replace, maintain, clean, and remove all traffic control devices shown on the plans and as directed.

Temporary work zone (TWZ) traffic control devices manufactured after December 31, 2019, must have been successfully tested to the crashworthiness requirements of the 2016 edition of the AASHTO *Manual for Assessing Safety Hardware* (MASH). An exception to the manufacture date applies when, based on the project's date of letting, a category of MASH-2016 compliant TWZ traffic control devices was not approved, or was not self-certified. In such case, devices that meet NCHRP-350 or MASH-2009 may be used.

Temporary work zone (TWZ) traffic control devices manufactured on or before December 31, 2019, must at a minimum have been successfully tested to the crashworthiness requirements of NCHRP-350 or MASH-2009. These devices may continue to be used throughout their normal service lives.

Such TWZ traffic control devices include:

- portable sign supports,
- barricades,
- portable traffic barriers designated exclusively for use in TWZs,
- crash cushions designated exclusively for use in TWZs,
- longitudinal channelizers, and
- truck-mounted attenuators (TMAs) and trailer attenuators (TAs).

Category I devices (i.e., lightweight devices), such as cones, tubular markers, and drums without lights or signs attached, may be self-certified by the vendor or provider, with documentation provided to the Department, or as shown on Department's Compliant Work Zone Traffic Control Device List.

2. CONSTRUCTION

Comply with the requirements of Article 7.2., "Safety."

Implement the traffic control plan (TCP) shown on the plans.

Install traffic control devices straight and plumb. Make changes to the TCP only as approved. Minor adjustments to meet field conditions are allowed.

Submit Contractor-proposed TCP changes, signed and sealed by a licensed professional engineer, for approval. The Engineer may develop, sign, and seal Contractor-proposed changes. Changes must conform to guidelines established in the TMUTCD using approved products from the Department's Compliant Work Zone Traffic Control Device List.

Maintain traffic control devices by taking corrective action when notified. Corrective actions include, but are not limited to, cleaning, replacing, straightening, covering, and removing devices. Maintain the devices such that they are properly positioned and spaced, are legible, and have retroreflective characteristics that meet requirements day or night and in all weather conditions.

The Engineer may authorize or direct in writing the removal or relocation of project limit advance warning signs. When project limit advance warning signs are removed before final acceptance, provide traffic control in accordance with the TMUTCD for minor operations as approved.

Remove all traffic control devices upon completion of the work as shown on the plans or as directed.

3. MEASUREMENT

"Barricades, Signs, and Traffic Handling" will be measured by the month. Law enforcement personnel with patrol vehicles will be measured by the hour for each person.

4. PAYMENT

4.1. **Barricades, Signs, and Traffic Handling**. Except for Contracts with callout work and work orders, the work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Barricades, Signs, and Traffic Handling." This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

When the plans establish pay items for particular work in the TCP, that work will be measured and paid for under pertinent Items.

TMAs and TAs will be paid for under Item 505, "Truck-Mounted Attenuator (TMA) and Trailer Attenuator (TA)." Portable changeable message signs will be paid for under Item 503, "Portable Changeable Message Sign." Portable traffic signals will be paid for under Item 510, "One-Way Traffic Control," unless otherwise shown on the plans.

In accordance with Section 7.2.3., "Safety Contingency," funds have been included in the project budget to improve the effectiveness of traffic handling and enhance safety during the course of this project.

4.1.1. **Initiation of Payment**. Payment for this Item will begin on the first estimate after barricades, signs, and traffic handling devices have been installed in accordance with the TCP.

4.1.2. **Paid Months**. Monthly payment will be made each succeeding month for this Item provided the barricades, signs, and traffic handling devices have been installed and maintained in accordance with the TCP until the Contract amount has been paid.

If, within the timeframe established by the Engineer, the Contractor fails to provide or properly maintain signs and barricades in compliance with the Contract requirements, as determined by the Engineer, the Contractor will be considered in noncompliance with this Item. No payment will be made for the months in question, and the total final payment quantity will be reduced by the number of months the Contractor was in noncompliance.

4.1.3. **Maximum Total Payment Before Acceptance**. The total payment for this Item will not exceed 10% of the total Contract amount before final acceptance in accordance with Article 5.12., "Final Acceptance." The remaining balance will be paid in accordance with Section 502.4.1.5., "Balance Due."

4.1.4. **Total Payment Quantity**. The quantity paid under this Item will not exceed the total quantity shown on the plans, except as modified by change order and as adjusted in accordance with Section 502.4.1.2., "Paid Months." An overrun of the plans quantity for this Item will not be allowed for approving designs; testing; material shortages; closed construction seasons; curing periods; establishment, performance, test, and maintenance periods; failure to complete the work in the number of months allotted; or delays caused directly or indirectly by Contract requirements.

4.1.5. **Balance Due**. The remaining unpaid months of barricades less non-compliance months will be paid on final acceptance of the project, if all work is complete and accepted in accordance with Article 5.12., "Final Acceptance."

4.1.6. **Contracts with Callout Work and Work Orders**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be subsidiary to pertinent Items, except for federally funded Contracts.

4.2. **Law Enforcement Personnel**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid by Contractor force account for "Law Enforcement Personnel." This price is full compensation for furnishing all labor, materials, supplies, equipment, patrol vehicles, fees, and incidentals necessary to complete the work as directed.

Item 506

Temporary Erosion, Sedimentation, and Environmental Controls

1. DESCRIPTION

Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) on the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000. Control measures are defined as Best Management Practices used to prevent or reduce the discharge of pollutants. Control measures include, but are not limited to, rock filter dams, temporary pipe slope drains, temporary paved flumes, construction exits, earthwork for erosion control, pipe, construction perimeter fence, sandbags, temporary sediment control fence, biodegradable erosion control logs, vertical tracking, temporary or permanent seeding, and other measures. Erosion and sediment control devices must be selected from the *Erosion Control Approved Products* or *Sediment Control Approved Products* lists. Perform work in a manner to prevent degradation of receiving waters, facilitate project construction, and comply with applicable federal, state, and local regulations. Ensure the installation and maintenance of control measures is performed in accordance with the manufacturer's or designer's specifications.

Provide the Contractor Certification of Compliance before performing SWP3 or soil disturbing activities. By signing the Contractor Certification of Compliance, the Contractor certifies they have read and understand the requirements applicable to this project pertaining to the SWP3, the plans, and the TPDES General Permit TXR150000. The Contractor is responsible for any penalties associated with non-performance of installation or maintenance activities required for compliance. Ensure the most current version of the certificate is executed for this project.

2. MATERIALS

Furnish materials in accordance with the following:

- Item 161, "Compost,"
- Item 432, "Riprap," and
- Item 556, "Pipe Underdrains."

2.1. **Rock Filter Dams**.

2.1.1. **Aggregate**. Furnish aggregate with approved hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding. Provide the following:

- Types 1, 2, and 4 Rock Filter Dams. Use 3 to 6 in. aggregate.
- Type 3 Rock Filter Dams. Use 4 to 8 in. aggregate.

2.1.2. **Wire**. Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:

- a double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 × 3-1/4 in.;
- minimum 0.0866 in. steel wire for netting;
- minimum 0.1063 in. steel wire for selvages and corners; and
- minimum 0.0866 in. for binding or tie wire.

2.1.3. **Sandbag Material**. Furnish sandbags meeting Section 506.2.8., "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

2.2. **Temporary Pipe Slope Drains**. Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432, "Riprap."

2.3. **Temporary Paved Flumes**. Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

2.4. **Construction Exits**. Provide materials that meet the details shown on the plans and this Section.

2.4.1. **Rock Construction Exit**. Provide crushed aggregate for long- and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials, and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1. Use 2- to 4-in. aggregate for Type 3.

2.4.2. **Timber Construction Exit**. Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. Provide plywood or pressed wafer board at least 1/2 in. thick for short-term exits.

2.4.3. **Foundation Course**. Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

2.5. **Embankment for Erosion Control**. Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

2.6. **Pipe**. Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

2.7. **Construction Perimeter Fence**.

2.7.1. **Posts**. Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in., or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.25 lb. per foot.

2.7.2. **Fence**. Provide orange construction fencing as approved.

2.7.3. **Fence Wire**. Provide 14 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.

2.7.4. **Flagging**. Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.

2.7.5. **Staples**. Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

2.7.6. **Used Materials**. Previously used materials meeting the applicable requirements may be used if approved.

2.8. **Sandbags**. Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

Table 1
Sand Gradation

Sieve Size	Retained (% by Weight)
#4	Maximum 3%
#100	Minimum 80%
#200	Minimum 95%

Aggregate may be used instead of sand for situations where sandbags are not adjacent to traffic. The aggregate size must not exceed 3/8 in.

2.9. **Temporary Sediment Control Fence**. Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

2.9.1. **Fabric**. Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."

2.9.2. **Posts**. Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Furnish soft wood posts at least 3 in. in diameter, or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/2 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.25 lb. per foot.

2.9.3. **Net Reinforcement**. Provide net reinforcement of at least 12.5 gauge (SWG) galvanized welded wire mesh, with a maximum opening size of 2 × 4 in., at least 24 in. wide, unless otherwise shown on the plans.

2.9.4. **Staples**. Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.

2.9.5. **Used Materials**. Use recycled material meeting the applicable requirements if approved.

2.10. **Biodegradable Erosion Control Logs**.

2.10.1. **Core Material**. Furnish core material that is biodegradable or recyclable. Use compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material unless specifically called out on the plans. Permit no more than 5% of the material to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."

2.10.2. **Containment Mesh**. Furnish containment mesh that is 100% biodegradable, photodegradable, or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.

Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.

Furnish recyclable containment mesh for temporary installations.

2.10.3. **Size**. Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

3. QUALIFICATIONS, TRAINING, AND EMPLOYEE REQUIREMENTS

3.1. **Contractor Responsible Person Environmental (CRPE) Qualifications and Responsibilities**. Provide and designate in writing at the preconstruction conference a CRPE and alternate CRPE who have overall responsibility for the storm water management program. The CRPE will implement storm water and erosion control practices; will oversee and observe storm water control measure monitoring and management; will monitor the project site daily and produce daily monitoring reports as long as there are BMPs in place or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. During time suspensions when work is not occurring or on contract non-work days, daily inspections are not required unless a rain event has occurred. The CRPE will provide recommendations on how to improve the effectiveness of control measures. Attend the Department's preconstruction conference

for the project. Ensure training is completed as identified in Section 506.3.3., "Training," by all applicable personnel before employees work on the project. Document and submit a list, signed by the CRPE, of all applicable Contractor and subcontractor employees who have completed the training. Include the employee's name, the training course name, and date the employee completed the training. Provide the most current list at the preconstruction conference or before SWP3 or soil disturbing activities. Update the list as needed and provide the updated list when updated.

3.2. **Contractor Superintendent Qualifications and Responsibilities**. Provide a superintendent that is competent, has experience with and knowledge of storm water management, and is knowledgeable of the requirements and the conditions of the TPDES General Permit TXR150000. The superintendent will manage and oversee the day to day operations and activities at the project site; work with the CRPE to provide effective storm water management at the project site; represent and act on behalf of the Contractor; and attend the Department's preconstruction conference for the project.

3.3. **Training**. All Contractor and subcontractor employees involved in soil disturbing activities, small or large structures, storm water control measures, and seeding activities must complete training as prescribed by the Department.

4. CONSTRUCTION

4.1. **Contractor Responsibilities**. Implement the SWP3 for the project site in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed. Coordinate storm water management with all other work on the project. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Department's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

4.2. **Implementation**. The CRPE, or alternate CRPE, must be accessible by phone and able to respond to project-related storm water management or other environmental emergencies 24 hr. per day.

4.2.1. **Commencement**. Implement the SWP3 as shown and as directed. Contractor-proposed recommendations for changes will be allowed as approved. Conform to the established guidelines in the TPDES General Permit TXR150000 to make changes. Do not implement changes until approval has been received and changes have been incorporated into the plans. Minor adjustments to meet field conditions are allowed and will be recorded in the SWP3.

4.2.2. **Phasing**. Implement control measures before the commencement of activities that result in soil disturbance. Phase and minimize the soil disturbance to the areas shown on the plans. Coordinate temporary control measures with permanent control measures and all other work activities on the project to assure economical, effective, safe, and continuous water pollution prevention. Provide control measures that are appropriate to the construction means, methods, and sequencing allowed by the Contract. Exercise precaution throughout the life of the project to prevent pollution of ground waters and surface waters. Schedule and perform clearing and grubbing operations so that stabilization measures will follow immediately thereafter if project conditions permit. Bring all grading sections to final grade as soon as possible and implement temporary and permanent control measures at the earliest time possible. Implement temporary control measures when required by the TPDES General Permit TXR150000 or otherwise necessitated by project conditions.

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

4.3. **General**.

4.3.1. **Temporary Alterations or Control Measure Removal**. Altering or removal of control measures is allowed when control measures are restored within the same working day.

4.3.2. **Stabilization**. Initiate stabilization for disturbed areas no more than 14 days after the construction activities in that portion of the site have temporarily or permanently ceased. Establish a uniform vegetative cover or use another stabilization practice in accordance with the TPDES General Permit TXR150000.

4.3.3. **Finished Work**. Remove and dispose of all temporary control measures upon acceptance of vegetative cover or other stabilization practice unless otherwise directed. Complete soil disturbing activities and establish a uniform perennial vegetative cover. A project will not be considered for acceptance until a vegetative cover of 70% density of existing adjacent undisturbed areas is obtained or equivalent permanent stabilization is obtained in accordance with the TPDES General Permit TXR150000. An exception will be allowed in arid areas as defined in the TPDES General Permit TXR150000.

4.3.4. **Restricted Activities and Required Precautions**. Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on-site to prevent actual or potential water pollution. Manage, control, and dispose of litter on-site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Use appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e., dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

4.4. **Installation, Maintenance, and Removal Work**. Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until soil disturbing activities are completed and permanent erosion control features are in place or the disturbed area has been adequately stabilized as approved.

The Department will inspect and document the condition of the control measures at the frequency shown on the plans and will provide the Construction SWP3 Field Inspection and Maintenance Reports to the Contractor. Make corrections as soon as possible before the next anticipated rain event or within 7 calendar days after being able to enter the worksite for each control measure. The only acceptable reason for not accomplishing the corrections with the time frame specified is when site conditions are "Too Wet to Work." Take immediate action if a correction is deemed critical as directed. When corrections are not made within the established time frame, all work will cease on the project and time charges will continue while the control measures are brought into compliance. Commence work once the Engineer reviews and documents the project is in compliance. Commencing work does not release the Contractor of the liability for noncompliance of the SWP3, plans, or TPDES General Permit TXR150000.

The Engineer may limit the disturbed area if the Contractor cannot control soil erosion and sedimentation resulting from the Contractor's operations. Implement additional controls as directed.

Remove devices upon approval or as directed. Finish-grade and dress the area upon removal. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. Materials removed are considered consumed by the project. Retain ownership of stockpiled material and remove it from the project when new installations or replacements are no longer required.

4.4.1. **Rock Filter Dams for Erosion Control**. Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

Place the aggregate to the lines, height, and slopes specified, without undue voids for Types 1, 2, 3, and 5. Place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings for Types 2 and 3, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria unless otherwise shown on the plans:

4.4.1.1. **Type 1 (Non-Reinforced)**.

- **Height**. At least 18 in. measured vertically from existing ground to top of filter dam.
- **Top Width**. At least 2 ft.
- **Slopes**. No steeper than 2:1.

4.4.1.2. **Type 2 (Reinforced)**.

- **Height**. At least 18 in. measured vertically from existing ground to top of filter dam.
- **Top Width**. At least 2 ft.
- **Slopes**. No steeper than 2:1.

4.4.1.3. **Type 3 (Reinforced)**.

- **Height**. At least 36 in. measured vertically from existing ground to top of filter dam.
- **Top Width**. At least 2 ft.
- **Slopes**. No steeper than 2:1.

4.4.1.4. **Type 4 (Sack Gabions)**. Unfold sack gabions and smooth out kinks and bends. Connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing for vertical filling. Pull the end lacing rod at one end until tight, wrap around the end, and twist 4 times. Fill with stone at the filling end, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.

Place the sack flat in a filling trough, fill with stone, connect sides, and secure ends as described above for horizontal filling.

Lift and place without damaging the gabion. Shape sack gabions to existing contours.

4.4.1.5. **Type 5**. Provide rock filter dams as shown on the plans.

4.4.2. **Temporary Pipe Slope Drains**. Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.

4.4.3. **Temporary Paved Flumes**. Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above, to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

4.4.4. **Construction Exits**. Prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits when tracking conditions exist. Construct exits for either long- or short-term use.

4.4.4.1. **Long-Term**. Place the exit over a foundation course as required. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

4.4.4.1.1. **Type 1**. Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

4.4.4.1.2. **Type 2**. Construct using railroad ties and timbers as shown on the plans or as directed.

4.4.4.2. **Short-Term**.

4.4.4.2.1. **Type 3**. Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

4.4.4.2.2. **Type 4**. Construct as shown on the plans or as directed.

4.4.5. **Earthwork for Erosion Control**. Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

4.4.5.1. **Excavation and Embankment for Erosion Control Features**. Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

Create a sediment basin, where required, providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

4.4.5.2. **Excavation of Sediment and Debris**. Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

4.4.6. **Construction Perimeter Fence**. Construct, align, and locate fencing as shown on the plans or as directed.

4.4.6.1. **Installation of Posts**. Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

4.4.6.2. **Wire Attachment**. Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

4.4.6.3. **Flag Attachment**. Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

4.4.7. **Sandbags for Erosion Control**. Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

4.4.8. **Temporary Sediment-Control Fence**. Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

4.4.8.1. **Installation of Posts**. Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the runoff source.

4.4.8.2. **Fabric Anchoring**. Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 × 6 in. Place the fabric against the side of the trench and align approximately 2 in. of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

4.4.8.3. **Fabric and Net Reinforcement Attachment**. Attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced unless otherwise shown on the plans. Sewn

vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

4.4.8.4. **Fabric and Net Splices**. Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced unless otherwise shown on the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment-control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

4.4.9. **Biodegradable Erosion Control Logs**. Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align, and locate the biodegradable erosion control logs as specified below, as shown on the plans, or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and as approved, such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

4.4.10. **Vertical Tracking**. Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 in. long × 2 to 4 in. wide × 1/2 to 2 in. deep. Do not exceed 12 in. between track impressions. Install continuous linear track impressions where the 12 in. length impressions are perpendicular to the slope. Vertical tracking is required on projects where soil disturbing activities have occurred unless otherwise approved.

4.5. **Monitoring and Documentation**. Monitor the control measures on a daily basis as long as there are BMPs in place and/or soil disturbing activities are evident to ensure compliance with the SWP3 and TPDES General Permit TXR150000. During time suspensions when work is not occurring or contract non-work days, daily inspections are not required unless a rain event has occurred. Monitoring will consist of, but is not limited to, observing, inspecting, and documenting site locations with control measures and discharge points to provide maintenance and inspection of controls as described in the SWP3. Keep written records of daily monitoring. Document in the daily monitoring report the control measure condition, the date of inspection, required corrective actions, responsible person for making the corrections, and the date corrective actions were completed. Maintain records of all monitoring reports at the project site or at an approved place. Provide copies within 7 days. Together, the CRPE and an Engineer's representative will complete the Construction Stage Gate Checklist on a periodic basis as directed.

5. MEASUREMENT

5.1. **Rock Filter Dams**. Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

5.1.1. **Linear Measurement**. When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

5.1.2. **Volume Measurement**. When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

5.1.2.1. **Installation**. Measurement will be made in final position.

5.1.2.2. **Removal**. Measurement will be made at the point of removal.

5.2. **Temporary Pipe Slope Drains**. Temporary pipe slope drains will be measured by the foot.

5.3. **Temporary Paved Flumes**. Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

5.4. **Construction Exits**. Construction exits will be measured by the square yard of surface area.

5.5. **Earthwork for Erosion and Sediment Control**.

5.5.1. **Equipment and Labor Measurement**. Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.

5.5.2. **Volume Measurement**.

5.5.2.1. **In Place**.

5.5.2.1.1. **Excavation**. Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

5.5.2.1.2. **Embankment**. Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:

- the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
- the lines, grades and slopes of the accepted embankment for the feature.

5.5.2.2. **In Vehicles**. Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicle)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

5.6. **Construction Perimeter Fence**. Construction perimeter fence will be measured by the foot.

5.7. **Sandbags for Erosion Control**. Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

5.8. **Temporary Sediment-Control Fence**. Installation or removal of temporary sediment-control fence will be measured by the foot.

5.9. **Biodegradable Erosion Control Logs**. Installation or removal of biodegradable erosion control logs will be measured by the foot along the centerline of the top of the control logs.

5.10. **Vertical Tracking**. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

6. PAYMENT

The following will not be paid for directly but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter, unless a separate pay item is shown on the plans;
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;

- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items except vertical tacking which is subsidiary.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

6.1. **Rock Filter Dams**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

6.1.1. **Installation**. Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.1.2. **Removal**. Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Engineer directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.2. **Temporary Pipe Slope Drains**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

6.3. **Temporary Paved Flumes**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Engineer directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

6.4. **Construction Exits**. Contractor-required construction exits from off right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Department will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Engineer directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under "Earthwork for Erosion and Sediment Control."

6.5. **Earthwork for Erosion and Sediment Control**.

6.5.1. **Initial Earthwork for Erosion and Sediment Control**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Excavation (Erosion and Sediment Control, In Vehicle)," "Embankment (Erosion and Sediment Control, (In Vehicle)," or "Earthwork (Erosion and Sediment Control, In Vehicle)."

This price is full compensation for excavation and embankment including hauling, disposal of material not used elsewhere on the project; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

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

6.5.2. **Maintenance Earthwork for Erosion and Sediment Control for Cleaning and Restoring Control Measures**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid under a Contractor Force Account Item from invoice provided to the Engineer.

This price is full compensation for excavation, embankment, and re-grading including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

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

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

6.6. **Construction Perimeter Fence**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

6.7. **Sandbags for Erosion Control**. Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Engineer directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

6.8. **Temporary Sediment-Control Fence**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

6.8.1. **Installation**. Installation will be paid for as "Temporary Sediment-Control Fence (Install)." This price is full compensation for furnishing and operating equipment finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

6.8.2. **Removal**. Removal will be paid for as "Temporary Sediment-Control Fence (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

6.9. **Biodegradable Erosion Control Logs**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

6.9.1. **Installation**. Installation will be paid for as "Biodegradable Erosion Control Logs (Install)" of the size specified. This price is full compensation for furnishing and operating equipment finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.

6.9.2. **Removal**. Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

6.10. **Vertical Tracking**. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

City of Brownsville – Specification 680-0006
Traffic Signal Controller

1. DESCRIPTION

- **Installation**. Install highway traffic signals.
- **Upgrade.** Modify or change existing traffic signals as shown on the plans.
- **Removal**. Remove, store, and salvage traffic signals.

2. MATERIALS

Ensure electrical materials and construction methods conform to the NEC and additional local utility requirements.

Furnish new materials as shown on the plans. Ensure all materials and construction methods are as shown on the plans and in accordance with this Item and the following Items.

- Item 450, "Railing"
- Item 610, "Roadway Illumination Assemblies"
- Item 618, "Conduit"
- Item 620, "Electrical Conductors"
- Item 621, "Tray Cable"
- Item 625, "Zinc-Coated Steel Wire Strand"
- Item 628, "Electrical Services"
- Item 636, "Signs"
- Item 656, "Foundations for Traffic Control Devices"
- Item 682, "Vehicle and Pedestrian Signal Heads"
- Item 684, "Traffic Signal Cables"
- Item 686, "Traffic Signal Pole Assemblies"
- Item 687, "Pedestrian Pole Assemblies"
- Item 688, "Pedestrian and Vehicle Detectors"

Provide controller assemblies in accordance with DMS-11170, "Fully Actuated, Solid-State Traffic Signal Controller Assembly," and as shown on the plans. When shown on the plans, anti-gaffitti coating will be in accordance with DMS-8111, "Anti-Graffiti Coatings."

Provide devices in accordance with DMS-11171, "Malfunction Management Unit (MMU)," and as shown on the plans.

Provide controllers in accordance with DMS-11172, "Preemption Controller," and as shown on the plans.

Provide controllers in accordance with DMS-11173, "Traffic Controller," and as shown on the plans.

Provide prequalified controller assemblies from the Department's MPL.

Provide flasher assemblies in accordance with DMS-11160, "Flasher Controller Assembly," and as shown on the plans.

Provide prequalified flasher assemblies from the Department's MPL.

Sampling and testing of traffic signal controller assemblies and internal devices will be in accordance with Tex-1170-T.

3. CONSTRUCTION

3.1. **Installation**. Install traffic signal controller foundations in accordance with Item 656.

3.1.1. **Electrical Requirements**.

3.1.1.1. **Electrical Services**. Arrange for electrical services and install and supply materials not provided by the utility company as shown on the plans. Install 120V, single-phase, 60-Hz AC electrical service unless otherwise shown on the plans.

3.1.1.2. **Conduit**. Install conduit and fittings of the sizes and types shown on the plans. Conduit of larger diameter size than that shown on the plans may be used with no additional compensation, providing the same diameter size is used for the entire length of the conduit run. Extend conduit in concrete foundations 2–3 in. above the concrete. Seal the ends of each conduit with approved sealant, after all cables and conductors are installed.

3.1.1.3. **Wiring**. Furnish stranded XHHW conductors as shown on the plans. If a size is not shown on the plans, use a minimum No. 14 AWG. Install aboveground cables and conductors in rigid metal conduit, except for span wire suspended cables and conductors, drip loops, and electrical wiring inside signal poles, unless otherwise shown on the plans. Make power entrances to ground-mounted controllers through underground conduit. Wire each signal installation to operate as shown on the plans.

Attach ends of wires to properly sized self-insulated solderless terminals. Attach terminals to the wires using a ratchet-type compression crimping tool properly sized to the wire. Place pre-numbered identification tags of plastic or tape around each wire adjacent to wire ends in the controller and signal pole terminal blocks.

Do not strip traffic signal cable until it has passed into the location that requires termination.

Splices will not be permitted except as shown on the plans, unless each individual splice is approved in writing. Make all allowed splices watertight.

Ensure both neutral buses are located with one on the left and one on the right bonded together. Relocate neutral bus if not oriented in the cabinet in this manner.

Ensure gauge of wire size used to connect electrical equipment inside the cabinet is sized appropriately for amperage load for the specific device, circuit breaker, or duplex receptacle in accordance with the NEC.

Install Category 6 Ethernet communication cables in accordance with Special Specification, "Networking Intelligent Transportation System (ITS) Communication Cable," and connect networked equipment inside the controller cabinet assembly to field Ethernet switch following the color scheme and assignment information as follows.

- **White**. Ethernet switch (1-ft. patch cord).
- **Blue**. Traffic signal controller.
- **Green**. Malfunction monitor unit (MMU).
- **Red**. Battery backup unit (BBU).
- **Yellow**. Accessible pedestrian system.
- **Black**. Detection (e.g., radar and video).
- **Purple**. Pan, tilt, and zoom (PTZ) camera.
- **Orange**. Other.
- **Gray**. Other.

- **Pink**. Broadband radio.

A standard bundle of cables provided by the cabinet vendor is identified in DMS-11170. Additional CAT 6 Ethernet cables, provided as necessary, must follow the color scheme and assignment above to connect additional networked equipment.

Railroad connection between traffic cabinet and bungalow must be a minimum No. 14 AWG 15-conductor and follow the color code chart shown in Table 1.

Table 1
Railroad Preemption Color Code and Functional Connection

Conductor	Color Code	Railroad Interface Field Terminal Connections	Conductor Identification
1	Black	HLTH-	Health Status DC-
2	White	–	Spare
3	Red	HLTH+	Health Status DC+
4	Green	–	Spare
5	Orange	XR IN	Simultaneous DC-
6	Blue	TCR IN	Advance DC-
7	White/black stripe	–	Spare
8	Red/black stripe	GD/ISLD IN	Gate Down/Island
9	Green/black stripe	APP OUT	Advance Pedestrian Preemption
10	Orange/black stripe	XR OUT	Simultaneous
11	Blue/black stripe	TCR OUT	Advance Primary
12	Black/white stripe	–	Spare
13	Red/white stripe	GD/ISLD OUT	Gate Down/Island DC-
14	Green/white stripe	APP IN	Advance Pedestrian Preemption DC -
15	Blue/white stripe	SUPR	Advance Secondary

3.1.1.4. **Grounding and Bonding**. Ground and bond conductors in accordance with the NEC. Ensure the resistance from the grounded point of any equipment to the nearest ground rod is less than 1 ohm.

Install a continuous bare or green insulated stranded copper wire (equipment ground) throughout the electrical system that is the same size as the neutral conductor. If a size is not shown on the plans, use a minimum No. 8 AWG. Connect the equipment ground to all metal conduit, signal poles, controller housing, electrical service ground, ground rods, and all other metal enclosures and raceways. Inside the controller cabinet assembly, jumper between neutral bus and ground bus is not required. Remove jumper if provided by cabinet manufacturer.

Provide stranded copper wire bonding jumpers that are minimum No. 8 AWG.

3.1.2. **Controller Assemblies**. Construct controller assembly foundations in accordance with Item 656. Immediately before mounting the controller assembly on the foundation, apply a bead of exterior rated penetrating sealant to the cabinet base or cabinet riser. Seal any space between conduit entering the controller assembly and the foundation with exterior rated penetrating sealant.

Stake cabinet foundation forms and underground conduit entering the foundation before installation and secure Department approval before pouring foundation. Cabinet location may vary from that shown on the plans to accommodate field conditions as approved. For controller cabinet assemblies installed on a slope, ensure the cabinet primary door faces and opens to the low side of the slope. If safety rail is required as shown on the plans, it must be in accordance with Item 450. Furnish anchor bolts to mount the cabinet or cabinet riser to the foundation. Manufacturer to determine the appropriate size and type of anchor bolt by cabinet type and foundation size. Provide appropriate mounting plates and any other necessary hardware to mount the cabinet on a foundation.

Coordinate with the Department on delivery of cabinet keys. Place the instruction manual and wiring diagrams for all equipment in the controller cabinet inside the controller cabinet.

3.1.3. **Preservation of Sod, Shrubbery, and Trees**. Replace sod, shrubbery, and trees damaged during the Contract.

3.1.4. **Removal and Replacement of Curbs and Walks**. Obtain approval before cutting into or removing walks or curbs not shown on the plans to be removed or replaced. Restore any curbs or walks removed equivalent to original condition after work is completed, to the satisfaction of the Engineer.

3.1.5. **Intersection Illumination**. Install luminaires on signal poles as shown on the plans.

3.1.6. **Signal Timing Plan**. The traffic signal timing plan will be provided by the Department or local entity.

3.1.7. **Test Period**. Operate completed traffic signal installations continuously for at least 30 days in a satisfactory manner. Designate in writing a sufficiently skilled individual responsible for maintenance and operation of the traffic signals who is available 24 hr. per day, and able to be onsite within 24 hr. of notification by the Engineer, unless otherwise shown on the plans. If any Contractor-furnished equipment fails during the 30-day test period, repair or replace that equipment. This repair or replacement, except lamp replacement, will start a new 30-day test period.

Replace materials that are damaged or have failed before acceptance. Replace failed or damaged existing signal system components when caused by the Contractor. The Department will relieve the Contractor of maintenance responsibilities upon passing a 30-day performance test of the signal system and acceptance of the Contract.

3.2. **Upgrade**. Remove the existing items and install new items as shown on the plans or as directed. For newly installed items, refer to Section 680.3.1., "Installation." Ensure items designated for salvage are removed in a manner to avoid undue stress or damage. When the removed item leaves an opening, cover the opening with similar material to an equivalent condition. When the removed item leaves an unused signal cable, remove the cable. When the removed item leaves unused conductors within a signal cable still in use, trim back and tape off to ensure no electrical shorts by unused conductors. Store items designated for reuse or salvage at locations shown on the plans or as directed.

3.3. **Removal**. Remove existing electrical services, pedestal poles, strain poles, mast arm pole assemblies, luminaires, signal heads, vehicle detector equipment, controllers, cables, and other accessories. Remove materials so damage does not occur. Remove and store items designated for reuse or salvage at locations shown on the plans or as directed.

Remove abandoned concrete foundations, including steel, to a point 2 ft. below final grade. Backfill holes with material equal in composition and density to the surrounding area. Replace surfacing material with similar material to an equivalent condition.

Accept ownership and dispose of unsalvageable materials in conformance with federal, state, and local regulations.

4. MEASUREMENT

This Item will be measured by each traffic signal installed, upgraded, or removed. A traffic signal is a signalized intersection controlled by a single traffic signal controller.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Installation of Traffic Signals" of the type (traiffic signal or flashing beacon) specified, or "Removing Traffic Signals."

5.1. **Installation**. This price is full compensation for furnishing, installing, and testing the completed installation of the traffic signal controller and associated equipment with network cabling, controller assembly, foundations, luminaires, damping plates, mounting hardware, and Department-provided items; preservation and replacement of damaged sod, shrubbery, and trees; removal and replacement of curbs and walks; and materials, equipment, labor, tools, and incidentals. The Department will pay for electrical energy consumed by the traffic signal.

New drilled shaft foundations for traffic signal poles will be paid for under Item 416, "Drilled Shaft Foundations." New safety rail will be paid for under Item 450. New sidewalks or pedestrian ramps will be paid for under Item 531, "Sidewalks." New conduit will be paid for under Item 618. New electrical conductors will be paid for under Item 620. New ground boxes will be paid for under Item 624, "Ground Boxes." New span wire will be paid for under Item 625. Wire lashing or cable ties required to secure aerial cables to the messenger wire will be subsidiary. New electrical services will be paid for under Item 628. New signs will be paid for under Item 636. New internally illuminated signs will be paid for under Special Specification. New vehicle and pedestrian signal heads will be paid for under Item 682. New traffic signal cables will be paid for under Item 684. New traffic signal pole assemblies will be paid for under Item 686. New traffic signal detectors will be paid for under Item 688 or Special Specification.

If the design of the intersection control spans more than one intersection, such as a restricted crossing U-turn (RCUT), and requires more than one traffic signal cabinet, this Item will be measured by each traffic signal cabinet installed.

5.2. **Upgrade**. This price is full compensation for removing the various traffic signal components; removing the controller foundations; disposal of unsalvageable materials; hauling; and materials, equipment, labor, tools, and incidentals, as shown on the plans or as directed. This price is full compensation for furnishing, installing, and testing the completed installation, controller and associated equipment, controller foundations, luminaires, damping plates, and mounting hardware; preservation and replacement of damaged sod, shrubbery, and trees; removal and replacement of curbs and walks; and materials, equipment, labor, tools, and incidentals. The Department will pay for electrical energy consumed by the traffic signal.

New drilled shaft foundations for traffic signal poles will be paid for under Item 416. New sidewalks or pedestrian ramps will be paid for under Item 531. New conduit will be paid for under Item 618. New electrical conductors will be paid for under Item 620. New ground boxes will be paid for under Item 624. New span wire will be paid for under Item 625. Wire lashing or cable ties required to secure aerial cables to the messenger wire will be subsidiary. New electrical services will be paid for under Item 628. New signs will be paid for under Item 636. New internally illuminated signs will be paid for under Special Specification. New vehicle and pedestrian signal heads will be paid for under Item 682. New traffic signal cables will be paid for under Item 684. New traffic signal pole assemblies will be paid for under Item 686. New traffic signal detectors will be paid for under Item 688 or Special Specification.

5.3. **Removal**. This price is full compensation for removing the various traffic signal components; removing the controller foundations; disposal of unsalvageable materials; hauling; and materials, equipment, labor, tools, and incidentals.

Item 680-0007

Intelligent Transportation System (ITS) Ground-Mounted Cabinet NEMA CABINET-TS2

1. DESCRIPTION

Furnish, fabricate, deliver, install, and test intelligent transportation system (ITS) ground-mounted cabinets, install City of Brownsville-furnished ITS ground-mounted cabinets, relocate existing ITS ground-mounted cabinets, or remove existing ITS ground-mounted cabinets of the various types and sizes at locations shown on the plans, or as directed. This specification sets forth the minimum requirements for a shelf-mounted 16-phase full-actuated solid-state controller unit with internal Time-Based Coordination (TBC), railroad/fire (emergency vehicle) preemption, diamond intersection operation in a traffic signal controller assembly, and cabinet assembly. This specification also sets forth minimum requirements for a wireless pavement detection system and a battery backup (UPS).

1.1. **ITS Ground-Mounted Cabinet Application**. Provide ITS ground-mounted cabinet to house ITS field equipment as shown on the plans, or as directed. ITS equipment applications inside the cabinet may include, but are not limited to:

- radar vehicle sensing device,
- wireless Ethernet radio,
- closed-circuit television (CCTV) field equipment,
- lane control signal controller units,
- drop or insert multiplexor or demultiplexor,
- data fiber optic transceivers,
- modular fiber distribution housing,
- subrate data multiplexor distribution panel,
- fiber optic video transmitter,
- fiber optic splice trays,
- CCTV color video compression system,
- terminal servers,
- surge arrestors,
- hardened Ethernet switches, and
- codecs.

Provide each cabinet complete with internal components, back and side panels, terminal strips, harnesses, and connectors. Provide mounting hardware necessary to provide for installation of equipment as described in this Specification.

Ensure cabinets are identical in size, shape, and quality for each type as provisioned in the plans or as directed. Equip and configure the cabinet setup as defined in this Specification and as detailed in the ITS ground-mounted cabinet standards.

Submit details of the cabinet design and equipment layout for each cabinet to the Engineer for review and approval before fabrication.

Ensure the equipment, design, and construction use industry standard techniques with a minimum number of different parts, subassemblies, circuits, cards, and modules to maximize standardization and commonality.

Design equipment for ease of maintenance. Component parts must be readily accessible for inspection and maintenance. Tools and test instruments required for maintenance must be simple handheld tools, basic meters, and oscilloscopes.

2. MATERIALS

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

1. Item 421, "Hydraulic Cement Concrete"
2. Item 440, "Reinforcement for Concrete"
3. Item 449, "Anchor Bolts"
4. Item 618, "Conduit"
5. Item 620, "Electrical Conductors"
6. Item 656, "Foundations for Traffic Control Devices"

2.1. **Electrical Requirements**.

2.1.1. **Primary Input Power Interruption**. Use material that meets the requirements in Section 2.1.4., "Power Interruption," of NEMA TS 2 for traffic control system, or most current version.

2.1.2. **Power Service Transients**. Use material that meets the requirements in Section 2.1.6., "Transients," of NEMA TS 2 for traffic control system, or most current version.

2.1.3. **Power Service Protection**. Ensure that equipment contains readily accessible, manually resettable or replaceable circuit protection devices (such as circuit breakers or fuses) for equipment and power source protection. Provide circuit breakers or fuses sized such that no wire, component, connector, PC board, or assembly is subjected to sustained current in excess of its respective design limits upon failure of any single circuit element or wiring.

2.1.4. **Power Distribution Panel**. Provide cabinets with a 120-VAC ±5-VAC power distribution panel. Provide the following components on the panel.

2.1.4.1. **Duplex Receptacles**. Provide two 120-VAC NEMA Type 5-15R duplex receptacles, or as shown on the plans, protected by a circuit breaker. Permanently label duplex receptacles "For Internal ITS Equipment Only." Install duplex receptacles in an isolated location and provide a clear 1/8-in. thick removable cover made from transparent thermoplastic material to cover the duplex receptacles. Ensure this cover is installed as not to interfere with the functional operation within the cabinet and allows enough space to plug in AC adapters and any necessary equipment. Submit alternative cover material for approval as part of the documentation submittal requirement.

2.1.4.2. **Ground Fault Circuit Interrupter (GFCI) Duplex Receptacles**. Provide at least one 120-VAC NEMA Type 5-15R GFCI duplex receptacle, or as shown on the plans, protected by a circuit breaker. This GFCI duplex receptacle is intended for maintenance personnel and is not to be used to serve equipment inside the cabinet. Permanently label GFCI duplex receptacles "For Personnel Use." Install GFCI duplex receptacles in a readily accessible location.

Provide a 120-VAC, rack-mountable outlet strip with six NEMA Type 5-15R receptacles with surge suppression. Plug outlet strip into GFCI duplex receptacle and label for personnel use.

2.1.4.3. **Circuit Breakers**. Determine the ampere rating, quantity, and configuration for main, accessory, spare, and equipment circuit breakers to support ITS equipment loads as shown on the plans. Provide UL-489 listed circuit breakers capable of operating in accordance with Section 2, "Environmental Standards and Test Procedures," of NEMA TS 2-2003, or most current version. Provide circuit breakers with an interrupt capacity of 5,000 A and insulation resistance of 100 megohms at 500 VDC. Provide minimum ampere rating for the following circuit types.

2.1.4.3.1. **Main Breaker**. Size the main circuit breaker such that the load of all branch circuits is less than the main circuit breaker ampere rating in conformance with the most current version of the NEC.

2.1.4.3.2. **Accessory Breaker**. Minimum 15 A. Size accessory circuit breaker to protect lighting, door switches, fans, and GFCI duplex receptacle in conformance with the most current version of the NEC.

2.1.4.3.3. **Equipment Breakers**. Minimum 15 A. Size equipment breaker to protect ITS equipment and duplex receptacles in conformance with the most current version of the NEC.

2.1.4.3.4. **Spare Equipment Breaker**. Minimum 20 A. Provide one spare equipment breaker for future use.

Furnish breakers, which are in addition to any auxiliary fuses, with the electronic equipment to protect component parts. Provide three-terminal lightning arrestor to protect the load side of circuit breakers. Connect the arrestor into the circuit with Size 8 AWG or larger stranded copper conductors. Connect arrestor to the line filter as recommended by the manufacturer.

2.1.4.4. **Power Line Surge Protection**. Provide and install power line surge protection devices that meet the requirements of NEMA TS 1, Section 2.1.6, "Transients, Power Service."

2.1.4.5. **Power Cable Input Junction Terminals**. Provide power distribution blocks suitable for use as a power feed and junction points for two- and three-wire circuits. Accommodate up to No. 4 AWG conductors on the line side of each circuit. Provide appropriate size lugs at the junction terminals for conductors larger than a No. 4 AWG when shown on the plans.

Electrically isolate the AC neutral and equipment ground wiring from the line wiring by an insulation resistance of at least 10 megohms when measured at the AC neutral. Color code the AC neutral and equipment grounding wiring white and green, respectively, in conformance with the most current version of the NEC.

Use the back panel to distribute and properly interconnect cabinet wiring related to the specific complement of equipment called out on the plans. Each item of equipment, including any furnished by the Department, must have the cable harness properly terminated at terminal boards on the back panel. Ensure all functions available at the equipment connector are carried in the connector cable harness to the terminal blocks from the power distribution panel mounted on the left side panel of the cabinet.

2.1.5. **Right Side Panel**. When shown on the plans, for a required ITS application, provide fully wired loop input distribution panel to be mounted on the lower right inside wall when facing the front inside of the door opening of the cabinet. Provide a detailed layout for approval. Provide a panel with the following.

2.1.5.1. **Power Distribution**. If any 115-VAC power is needed on the right side panel, it must be obtained from the power distribution terminal board located on the left side panel, which must be fed from the equipment circuit breaker located on the left side panel.

2.1.5.2. **Loop Surge Protection**. Mount surge protection for incoming loop pairs on the right side panel.

2.1.6. **Back Panel**. When shown on the plans, for a required ITS application, provide cabinet with a fully wired equipment panel to be mounted on the lower rear inside wall of the cabinet. Provide a detailed layout for approval. Panel must include detector terminal boards to accommodate equipment shown on the plans or as directed.

2.1.7. **Alternative Power Option**. When shown on the plans, accommodate renewable electrical power source for the design load specified in accordance with "ITS Solar Power System" Specification. Renewable electrical power source may, or may not, be integrated with public utility electrical services, as shown on the plans or as directed. Accommodate solar system components, including batteries and solar charge controller.

2.1.8. **Terminal Strips**. Provide terminal strips located on the back panel that are accessible to the extent that it is not necessary to remove the electronic equipment from the cabinet to make an inspection or connection.

Ensure terminal blocks are two-position, multiple-pole barrier type.

Provide shorting bars in each of the positions provided, along with an integral marking strip.

Arrange terminal blocks such that they will not upset the entrance, training, and connection of incoming field conductors.

Identify terminals with legends permanently affixed and attached to the terminal blocks.

Ensure not more than three conductors are brought to any one terminal screw.

Ensure no electrically energized components or connectors extend beyond the protection afforded by the barriers.

Locate terminal blocks below the shelves.

Ensure terminals used for field connections are secure conductors by means of a No. 10-32 nickel- or cadmium-plated brass binder head screw.

Ensure terminals used for inter-wiring connections, but not for field connections, are secure conductors by means of a No. 5-32 nickel-plated brass binder head screw.

Terminate connections to and from the electronic equipment to an inter-wiring type block. These blocks will act as intermediate connection points for electronic equipment input and output.

Provide termination panels that are used to distribute and properly interconnect cabinet wiring related to the specific complement of equipment as shown on the plans. Provide properly terminated cable harnesses for each item, including any furnished by the Department. Provide functions available at the equipment terminals that are carried in the connector cable harness.

2.1.9. **Cabinet Internal Grounding**. The cabinet internal ground must consist of at least one ground bus-bar permanently affixed to the cabinet and connected to the grounding electrode.

Use bare stranded No. 4 AWG copper wire between bus-bars and between the bus-bar and grounding electrode.

Ensure each copper ground bus-bar has at least 14 connection points, each capable of securing bare conductor ranging in size from No. 4 AWG–No. 14 AWG.

Return AC neutral and equipment ground wiring to these bus-bars.

2.1.10. **Door Switch**. Provide a door switch meeting the following requirements.

7. Momentary, pin-type door switch
8. Installed in the cabinet or on the door
9. Connected to a terminal so that the equipment installed in the cabinet can confirm input is connected to logic ground when the cabinet door is open
10. Engage cabinet light when the door is opened

Provide two momentary, pin-type door switches for each door provided with the cabinet. Wire one switch to turn on the cabinet lights when the door is open, and off when the door is closed. Wire the other in parallel to a terminal block to detect a cabinet intrusion condition.

2.2. **Mechanical Requirements**.

2.2.1. **Lighting**. Provide at least 15-W fluorescent light fixtures above each door inside the cabinet, each with clear shatterproof lens. NEMA TS-2 rated light-emitting diode fixtures are acceptable instead of fluorescent light fixtures. Determine the appropriate number of fixtures to achieve at least 1,000 lumens to illuminate the equipment. Position the fixtures to provide illumination to the face of the equipment in the cabinet and not into a technician's eyes.

2.2.2. **Exterior Finish**. Provide cabinets with a smooth aluminum finish and the exterior in its unpainted natural color.

When shown on the plans or as directed, provide cabinets with an anti-graffiti coating in accordance with Item 740.

2.2.3. **Serial Number**. Provide the cabinets with a serial number unique to the manufacturer, preceded by an assigned two-letter manufacturer's code. Provide at least a 0.2-in. letter height. Stamp the entire identification code and number on a metal plate riveted to the cabinet, stamp directly on the interior cabinet wall, or engrave on a metalized mylar plate that is epoxied to the cabinet on the upper righthand cabinet side wall.

2.3. **Surge Protective Devices (SPDs)**. Provide SPDs to protect electronics from lightning, transient voltage surges, and induced current. Install SPDs on power, data, video, and any other conductive circuit.

2.3.1. **120-V or 120/240-V SPD at Service and ITS Cabinet Power Distribution Panel**. Install an SPD at the closest termination or disconnection point where the supply circuit enters the cabinet. Locate the SPD on the load side of the cabinet power distribution panel breakers and ahead of any electronic devices. Keep leads as short as possible with conductor bends formed to the maximum possible radius. Connect the SPD ground lead directly to the ground bus. Use of wire nuts is prohibited. Install in conformance with manufacturer's recommendations.

Provide UL-listed Type 1 or Type 2 SPD labeled "UL1449 Third Edition," posted at UL.com, under Certifications UL Category Code VZCA, with a 20-kA I-nominal rating. Provide SPD rated as NEMA 4. SPD with integral electromagnetic interference/radio frequency interference line filtering may be required if shown on the plans.

Do not exceed 700 V on the voltage protection rating (VPR) on any mode (L-N, L-G, and N-G).

Do not exceed 150 V on the maximum continuous operating voltage (MCOV).

Equal or exceed 40 kA the SPD surge current rating per mode (L-N, L-G, and N-G).

Equal or exceed 50 kA or the available short circuit current, whichever is higher, for the SPD short circuit current rating (SCCR).

Provide SPD with directly connected metal oxide varistors (MOVs) exceeding 32 mm in diameter with thermal safety disconnectors. Gas tube and spark gap SPDs are not permitted. Ensure each MOV's operational status can be monitored via visual indicator, including N-G mode.

Provide SPD with one set of normally open (NO), normally closed (NC) Form C contacts for remote monitoring.

Ensure the SPD used for AC power does not dissipate any energy and does not provide any series impedance during standby operation. Return the unit to its non-shunting mode after the passage of any surge, and do not allow the shunting of AC power.

2.3.2. **Parallel SPD for 120-V Equipment**. Install an SPD inside the cabinet on the power distribution to the equipment. Keep leads as short as possible with conductor bends formed to the maximum possible radius. Connect the SPD ground lead directly to the ground bus. Use of wire nuts is prohibited. Install in conformance with manufacturer's recommendations.

Provide UL-listed Type 1 or Type 2 SPD labeled "UL1449 Third Edition," posted at UL.com, under Certifications UL Category Code VZCA, with a 20-kA I-nominal rating. Provide SPD rated as NEMA 4.

Do not exceed 700 V on the VPR on any mode (L-N and N-G).

Do not exceed 150 V on the MCOV.

Equal or exceed 40 kA the SPD surge current rating per mode (L-N and N-G).

Equal or exceed 50 kA or the available short circuit current, whichever is higher, for the SPD SCCR.

Provide SPD with directly connected MOVs exceeding 32 mm in diameter with thermal safety disconnectors. Gas tube and spark gap SPDs are not permitted. Ensure each MOV's operational status can be monitored via visual indicator, including N-G mode.

Provide SPD with one set of NO, NC Form C contacts for remote monitoring.

2.4. **Environmental Design Requirements**. Provide cabinets that meet the functional requirements of this Specification during and after subjection to any combination of the following requirements.

11. Ambient temperature range of -30°F–165°F
12. Temperature shock at most 30°F per hour, during which the relative humidity does not exceed 95%
13. Relative humidity range at most 95% over the temperature range of 40°F–110°F
14. Operates with moisture condensation on surfaces caused by temperature changes

2.5. **Vibration**. Material used must show no degradation of mechanical structure, soldered components, plug-in components, or satisfactory operation in conformance with the manufacturer's equipment specifications after being subjected to the vibration test as described in NEMA TS 2, Section 2.2.8, "Vibration Test," or the most current version.

2.6. **Malfunction Management Unit (MMU)** This specification sets forth the minimum requirements for a shelf-mountable, 16 channel, solid-state MMU. The MMU shall meet as a minimum, Section 4 of the NEMA Standards Publication TS-2 2003, or latest revision. Where differences occur, this specification shall govern.

No circuit cuts shall be allowed on circuit boards in any of the equipment supplied. Any wire jumpers included on circuit boards shall be placed in plated through holes that are specifically designed to contain them. Jumpers that are tack soldered to circuit traces or that are added to correct board layout errors are not acceptable

All ICs with 16 or more pins shall be mounted in machine tooled sockets or surface mounted. All sockets shall have two-piece, machined contacts and closed end construction to eliminate solder wicking. The outer sleeve shall be brass with tin or gold plating and tapered to allow easy IC insertion. The inner contact shall be beryllium copper sub-plated with nickel and plated with gold. All sockets shall have thermoplastic bodies meeting UL Specification 94V-0. Other high quality sockets may be acceptable but must have prior approval of the Ft Bend County Traffic Engineer. Surface mount devices will be allowed. Sockets meeting alternate specifications shall be submitted in writing with the solicitation. Zero insertion force sockets will not be allowed.

The design shall allow for removal or replacement of a circuit board without unplugging or removing other circuit boards.

The unit shall be designed so that one side of each board can be completely accessible for troubleshooting and testing the unit while it is still operating. This may be accomplished with extender boards or cables. This need apply to only one circuit board at a time.

One set of extender boards (if required to meet Paragraph 3.5 above) for every 10 MMUs ordered or portion thereof shall be provided with the purchase order.

No more than two circuit boards shall be attached to each other to constitute a circuit assembly. Attaching hardware shall use captive nuts or other acceptable method to secure the boards together. Alternate methods shall be submitted in writing with the solicitation. The boards shall be designed so Ft Bend Co can test and operate the controller unit with the boards separated.

If this specification is used to support the purchase of a complete controller assembly, the unused red circuits shall be connected to the AC Line in the controller cabinet.

The MMU shall be pre-programmed according to Table 3-1.

Table 3-1

Channel	Load Switch	Phase
Channel 1	Load Switch 1	Phase 1 Vehicle
Channel 2	Load Switch 2	Phase 2 Vehicle
Channel 3	Load Switch 3	Phase 3 Vehicle
Channel 4	Load Switch 4	Phase 4 Vehicle
Channel 5	Load Switch 5	Phase 5 Vehicle
Channel 6	Load Switch 6	Phase 6 Vehicle
Channel 7	Load Switch 7	Phase 7 Vehicle
Channel 8	Load Switch 8	Phase 8 Vehicle

Provide an MMU that displays by LCD or other approved graphics display, the active or inactive state of each circuit on all 16 channels An icon must be used representing the red (Don't Walk), yellow, and green (Walk) circuit for each channel.

The MMU must be compatible with the controller and capable of monitoring FYA operation as defined by the MUTCD and still provide standard NEMA TS-2 monitoring functions.

Each MMU shall have a unique serial number that is permanently and neatly displayed on the face of the unit. If this serial number is located elsewhere on the unit then an additional temporary label that is neatly printed or typed shall be affixed to the MMU face.

Provide the MMU with an Ethernet port on the front face of the unit.

2.7. **Wiring**

All wiring within the cabinet shall be neat and routed such that opening and closing the door or raising or lowering the back panel will not twist or crimp the wiring. All wiring harnesses shall be braided, sheathed in nylon mesh sleeving, or made of PVC- or polyethylene-insulated, jacketed cable. Wiring leading to the

cabinet door shall be sheathed in nylon mesh sleeving or be PVC jacketed cable only. All SDLC cabling shall be Belden 7203A or approved equal.

SDLC cables shall be terminated with a bulkhead connector on a common PC board with a total of (7) connectors so that all SDLC cables can be easily replaced. Unsoldering the SDLC cable is not acceptable.

All conductors between the main power circuit breakers and the signal power bus shall be a minimum size of 10 AWG stranded copper. All conductors carrying individual signal lamp current shall be a minimum size of 16 AWG stranded copper. All AC service lines shall be of sufficient size to carry the maximum current of the circuit or circuits they are provided for. Minimum cabinet conductor wire size shall be 22 AWG stranded copper. All wiring and insulation shall be rated for 600V or greater.

Conductors for AC common shall be white. Conductors for equipment grounding shall be green. All other conductors shall be a color different than the foregoing.

A barrier terminal block with a minimum of three compression fitting terminals designed to accept up to a number 4 AWG stranded wire shall be provided for connection of the AC power lines. The block shall be rated at 50A.

All terminals shall be permanently identified in accordance with the cabinet wiring diagram. Where through-panel solder lugs or other suitable connectors are used, both sides of the panel shall have the terminals properly identified. Identification shall be permanently attached and as close to the terminal strip as possible and shall not be affixed to any part which is easily removable from the terminal block panel.

- Each controller input and output function shall be distinctly identified with no obstructions, at each terminal point in the cabinet, with both a number and the function designation. The same identification must be used consistently on the cabinet wiring diagrams.
- Each load switch socket shall be identified by phase number, overlap number, and pedestrian phase number as applicable. No cabinet equipment, including the load switches themselves, may obstruct these identifications.
- Each flash transfer base and power relay base shall be properly identified with no possible obstructions.
- Each harness within the cabinet shall be distinctly identified by function on the connector end.
- The flasher socket shall be distinctly identified with no possible obstruction.
- All other sockets needed within the cabinet to fulfill the minimum requirements of the solicitation, or attachments thereof, shall be distinctly identified.

The controller unit harness (a plug) shall be long enough to reach any point 400 mm above the timer shelf. The MMU harness and any required auxiliary harness shall reach 600 mm from the MMU shelf.

An unused, spare terminal block providing 10 terminals shall be provided. This block shall be double 8-32 X 5/16 inch binder head screw design with shorting bars. These terminal strips shall be located on the lower third of either side of the cabinet.

Copper ground buses shall be provided for both the power supply neutral (common) and chassis ground. Each bus bar must provide a minimum of 10 unused terminals with 8-32 X 5/16 inch or larger screws. The AC neutral and chassis ground buses shall be jumpered together with a minimum number 10 AWG wire.

One 15A and one 30A thermal type circuit breakers shall be mounted and wired in the cabinet. One 15A breaker shall protect the base light, trouble light, duplex outlet, GFCI receptacle, modem duplex receptacle, and fans. The 30A breaker shall protect the signal load circuits, controller circuits, MMU, and card rack detector power supply. The breakers shall be Square "D" QUO 150 Series, or approved equal.

The circuit breakers shall be equipped with solderless connectors and installed on the right side wall (facing the cabinet) or lower right hand side of the back panel inside the cabinet. The breakers shall be easily accessible. The breakers shall be positioned so that the rating markings are visible.

A ground fault circuit interruption (GFCI) type duplex receptacle shall be mounted and wired in the lower right side wall of the cabinet. Two quad duplex receptacle (for use with communications modems) shall be mounted and wired in the upper left and upper right side of the cabinet behind the preempt/interconnect panel. These receptacles shall be wired on the load side of the 15A circuit breaker.

The above breakers are in addition to any auxiliary fuses that may be furnished with the controller to protect component parts, such as transformers, etc.

The cabinet shall include a surge protection device (SPD) on the AC service input that meets or exceeds the following requirements: The SPD shall be installed on the load side of the cabinet overcurrent device. The SPD shall be equipped with a light or indicator to indicate when a failure has occurred in the surge protection circuitry and have NO/NC contacts for remote alarm. The SPD shall conform to the following:

- Withstand a peak surge current for an 8 X 20 microsecond waveform; minimum 20,000A for 15 occurrences at 3-minute intervals between surges without damage or degradation to the SPD (less than a 10% change in operating parameters).
- Suppressed Voltage Rating as defined by UL1449, 2nd edition or latest revision, shall be 400V maximum and Voltage Protection Rating as defined by UL1449, 3rd edition, of 600V maximum.
- Devices that are wired in series shall be rated for 30A maximum continuous operating current at 120V/60 Hz.
- Nominal line or system voltage shall be 120V AC.
- Minimum short circuit current rating shall be 20 kA.
- Maximum continuous operating voltage (rms) shall be a minimum of 135V AC.
- Rated to operate in ambient temperature range of -34°C to +74°C.
- The SPD unit shall be tested by a nationally recognized test lab for compliance with current UL 1449, 2nd edition or latest revision. A copy of the test results shall be provided upon request.
- Protected modes shall be L-G, L-N & N-G.
- Be provided with documentation listing the following information: product/model number; circuit description; nominal operating voltage; maximum continuous load current; maximum continuous operating voltage, modes of protection, connection means, maximum surge current, and suppressed voltage rating, and installation instructions.
- Shall be provided in an enclosure suitable for the temperature range and outdoor environments.
- Shall be provided with mounting hardware, be surface mountable, and fit into a space 6 inches long X 5 inches wide X 4 inches deep or less.
- Connections shall be either wire clamping box terminals, lugs, or a minimum of number 12 AWG wire. Connections for NO/NC contacts shall accept or be a minimum stranded number 18 AWG wire.

The SPD ground connection shall be connected to the cabinet ground bus by means of a short, copper ground strap or a minimum of number 10 AWG insulated conductor.

If connected in series, the SPD shall be connected to the line filter. Number 10 AWG or larger wire shall be used for connections to the SPD, line filter, and load switch bus.

A rigid LED light 24 Vdc shall be installed on the top of the cabinet. A second rigid LED light, 24 Vdc, shall be installed under the bottom shelf of the cabinet. This light shall turn on when the cabinet door is opened, and turn off when the cabinet door is closed. A MOV or other such transient suppression device shall be placed across the AC power input to the light.

A radio frequency interference (RFI) suppresser shall be provided and installed on the load side of the signal circuit breaker and shall be protected by the surge protector. This filter shall be rated at 50A and shall provide a minimum attenuation of 50 decibels over the frequency range of 200 Kz to 75 Mz.

Surge suppression devices shall be placed on the coil side of all relays in the cabinet. DC relay coils shall have, as a minimum, a reverse-biased diode across the coil. AC relays shall have MOV's or equal suppression across their coils. RC networks are acceptable. One suppression device shall be supplied for each relay.

Except where soldered, all wires shall be provided with lugs or other approved terminal fittings for attachment to binding posts. Insulation parts and wire insulation shall be insulated for a minimum of 600V.

The outgoing traffic control signal circuits shall be of the same polarity as the line side of the power source.

A switch shall be provided on the inside face of the cabinet door that shall be labeled "Test- Normal." When the switch is in the normal position, the call for flashing operation shall remove the power from the controller unit. When the switch is in the Test position, the call for flashing operation shall permit the controller unit to continue to run so that its operation can be observed.

A switch shall be provided near the "Test-Normal" switch to cause the controller unit and any auxiliary equipment to stop timing. It shall be labeled "Stop Timing."

The cabinet shall be wired so that activation of the MMU will cause the controller unit and any auxiliary equipment to stop timing.

Conflict and manual flash shall be wired for all red.

The cabinet shall be designed and equipped with enough transfer relays for changing any main street indications (movement TS-2, 6, and/or 1, 5) to amber for the conflict and/or manual flash operation on the face of the back panel or a side panel, using only simple tools.

Transfer relays shall be the plug-in type manufactured by Midtex (Part No. 136-62T3A1) or AEMCO (Part No. 136-4992), or approved equal. The relays shall have contacts a minimum of 3/8 inch diameter in size and shall be rated at a minimum of 30A/102/240V AC, 20A/28V DC.

The red enable and remote reset from the MMU shall be terminated on the face of the back panel.

A 75A, solid-state relay shall be wired between the RFI filter output and the load switch power bus. The relay shall be controlled by the signal shutdown switch and the flash switch. The relay shall be mounted to a heat sink designed to allow maximum current flow at 74° C without damaging the relay.

All exposed AC wiring points, including the RFI filter, surge suppresser, and solid state relay, shall be covered with a clear non-conductive plastic cover to prevent accidental contact. Unless otherwise noted in this specification, wiring at terminal strips is exempt from this requirement.

The load switch outputs shall be brought out through posted 10-32 X 5/16 inch binder head screw terminals. Field wiring for the signal heads shall be connected at this terminal strip.

A switch shall be provided on the inside face of the cabinet door labeled "Evacuation Switch" When the switch is in the "ON" position it shall call for a Yellow Flash operation on the main street phases and a Red flash operation on the side street phases.

2.8. **Detector Panel And Card Rack.** The cabinet shall have a loop detector panel mounted on the left side of the cabinet. This panel shall provide for all connections between loops at the street and the detector amplifiers as described in the following sections.

2.8.1. **Detector Card Rack**

The card rack for cabinet configurations (16-position back panel) shall accommodate up to 12 each 2-channel or six each four-channel TS 2 detector units, plus (2) slots wired for Opticom.

The detector card rack shall have a rigid frame and shall be fabricated from aluminum and shall have slots set in a modular fashion such that the PCB edge connectors shall plug into the rear while sliding between top and bottom card guides for each module. Mounting flanges shall be provided and be turned outward for ease of access. The detector card rack shall be bolted to a cabinet shelf. It shall be possible to unbolt the rack using simple tools.

All wiring to the rack shall be labeled and neatly run to other parts of the cabinet and detector termination panel. All loop inputs shall be wired with shielded twisted pair leads (Beldon 9451, 2 conductor, 22 AWG with 24 AWG drain wire, shielded cable or approved equal) to improve signal isolation. All grounds within the twisted pair leads shall be connected at the detector terminal panel.

The slots shall be numbered 1 to 8 left to right when viewed from the front of the rack. A flange shall be provided on the top and the bottom of the rack to label each individual channel.

The detector DC supply shall be bussed to a common point and wired to the intersection detector panel.

The chassis ground shall be bussed to a common point and wired to the detector panel.

The logic ground shall be bussed to a common point and wired to the detector panel.

The data address for the detector channels shall be according to TS-2.

2.8.2. **Detector Panel**

The detector panel shall provide all connections between the detector loops and the detector amplifiers.

The panel shall be constructed of 3.2 mm aluminum.

The panel shall contain a 76 mm horizontal slot in each corner to accommodate 6.3 mm mounting bolts.

All inputs from the loops shall be brought through posted 10-32 X 5/16 inch binder screw terminals or 8-32 X 5/16 inch binder screw terminals.

Each loop pair shall be protected by lightning surge suppressers pre-approved for use on loop detector inputs by the City of Brownsville's Traffic Engineer. The suppressers may be mounted either on the front or behind the panel.

The detector panel for cabinet configurations 1, 2, and 3 (12 position) shall provide the following connection points as a minimum for 16 detectors:

Connection Point	Number of Connection Points
External 24V Power Supply	1
Loop Inputs	32, 2 for each Detector
Logic Ground	1
Spares	6
Chassis Ground Bus	1 Bus

The detector panel for cabinet configuration 4 (16 position) shall provide the following connection points as a minimum for 24 detectors:

Connection Point	Number of Connection Points
External 24V Power Supply	1
Loop Inputs	48, 2 for each Detector

Logic Ground	1
Spares	0
Chassis Ground Bus	1 Bus

A chassis ground bus bar shall be provided on the panel and connected to the cabinet by an insulated braided copper ground strap and shall be tied to the loop lead-in grounds. The strap shall be bonded to the cabinet.

An additional neutral bus bar shall be provided on the panel and tied to the pedestrian commons.

Toggle switches shall be provided to permit the user to input a vehicle or pedestrian call to the control unit. Switches will be provided as follows:

- 16 vehicle and 8 pedestrian switches shall be provided on 12-position cabinets.
- 24 vehicle and 8 pedestrian switches shall be provided on 16-position cabinets.

2.9. **Preempt/Communication Panel**

A preempt/communication panel shall be provided that contains all interface circuits and wiring for preemption and communication functions. The panel shall be located on the left side of the cabinet interior.

Three input relay circuits, with 120V AC coil and contacts rated for the application, shall be provided on the preempt panel. These circuits shall be used to isolate the incoming preempt commands from the controller unit logic circuitry. The circuits shall be programmable to operate with either a normally open or a normally closed relay contact by jumpers on a terminal strip. A barrier strip protected from accidental contact by service personnel shall be supplied to connect the external input. It shall be possible to use either a neutral or hot 120V AC input. Relays used shall be plug-in Potter Brumfield K10P series/Magnecraft W-78 series or an interchangeable approved equal. The relays shall be mounted in relay sockets.

Adequate protection of the input relay circuits as well as the preemptor circuitry shall be provided to eliminate damage or false preemption commands caused by line transients or lightning surges. The devices shall have a minimum rating of 20 Joules.

Three momentary test switches, one for each preempt circuit, shall be provided on the preempt panel. The operator shall not be exposed to hazardous voltages during the operation of the test switches.

All necessary interconnection cables and mounting hardware shall be provided.

There shall be a switch on the preempt/communication panel which shall release the local controller to operate in an isolated, full-actuated manner, when necessary for maintenance purposes. The switch positions shall be labeled “System” and “Free”.

Terminal connections for 2 twisted pair communication lines shall also be provided with a coordinated 4-stage electrical protection, including primary overvoltage protection, resettable overcurrent protection, secondary clamping voltage protection, and fast transient filtering. The secondary overvoltage stage shall allow peak voltages of no more than 250V. The fast transient filtering stage shall provide no less than 40 dB/decade of attenuation to transients above the required pass band. The 4-stage protection shall be provided in an integrated closure with input/output terminations and ground connection.

There shall be an Opticom panel mounted below the preempt/communication panel. This Opticom panel replaces a 380 model card rack. This panel has 12 wire termination points and the first four terminations shall be labeled “Opticom Out A”, “Opticom Out B”, “Opticom Out C”, and “Opticom Out D”. The next four terminations shall be labeled “Opticom In A”, “Opticom In B”, “Opticom In C”, and “Opticom In D”. The next

four terminations shall be labeled "Opticom A and B +", "Opticom C and D +", "Opticom A and B -" and "Opticom C and D –".

2.10. **Power Supply**

The power supply shall be a shelf-mounted, enclosed, 24V DC power supply in accordance to Clause 5.3.5 of the NEMA Standards Publication TS-2 2003, or the latest revision.

One power supply cable per power supply shall be furnished and installed in each cabinet. The wires shall be terminated to bus bars, terminals on the front of the back panel, detector panels, or connector as appropriate. The connections shall be with forked spade lugs or otherwise as needed. Each individual wire shall be cut to the length required to reach the point at which it is to be connected.

Electrical requirements for the power supply shall be in accordance with Clause 5.3.5 of the NEMA Standards Publication TS-2 1998, as stated above, except that the minimum average continuous current capability shall be as shown below, with DC voltages having less than 0.5 volts peak-to-peak ripple:

+12 VDC	5.0 Amps
+24 VDC	2.0 Amps
12 VAC	0.250 Amps

2.11. **Two-Circuit Solid-State Flasher**

The solid-state, two-circuit flasher shall meet the electrical and physical characteristics described in Clause 6.3 of the NEMA Standards Publication TS-2 2003, or the latest revision. The flasher shall be a Type III (dual circuit rated at 15A per circuit) unit and so constructed that each component may be readily replaced if needed.

The two-circuit flasher shall be of solid-state design and contain no electromechanical devices.

2.12. **Load Switch**

The solid-state load switches shall meet the requirements set forth in Clause 6.2 of the NEMA Standards Publication TS-2 2003, or latest revision, and shall be "Triple-Signal Load Switch" type.

An indicator light for each circuit shall be provided in each load switch. The indicator light shall be on when a "Low Voltage Active" input to the load switch is present.

2.13. **Battery Back-Up System.** This specification establishes the minimum requirements for a complete emergency battery back-up system for use at traffic signals utilizing Light Emitting Diodes (LED) signals and pedestrian heads. The Battery Back-up System (BBS) shall include, but not be limited to, the following:

- UPS with Inverter
- Charger
- Tap Switching Transformer
- Internal Power Transfer Switch.
- Automatic / Manual Bypass Transfer Switch unit.
- Batteries
- Cabinet
- Mounting hardware
- Wiring

The BBS shall provide reliable emergency power to a traffic signal in the event of a power failure or interruption.

Operation The BBS shall provide the following operational modes when operating on battery power:

- Full operation of all traffic signal devices
- Flash operation
- A combination of full and flash operation

Run Time. The BBS shall provide a minimum of 8.0 hours of full-time operation with a 450-watt load. The minimum battery size requirement is listed in section 7.0, Battery Type.

Compatibility. The BBS shall be compatible with Model 332, 336, and 337 cabinets; the ITS cabinet; Model 170 and 2070 controllers and any NEMA style cabinet and enclosures; the advanced transportation controller; and all cabinet components for full-time operation.

Output Capacity. The BBS shall provide a minimum of 1100W/1100VA@25°C active output capacity with 83 percent minimum inverter efficiency with 30% minimum loading.

Output Voltage. When operating in backup mode, the BBS output shall be 120VAC ± 2%, pure sine wave output, ≤3%THD, 60Hz ± 0.3 Hz.

DC System Voltage. The BBS DC system voltage shall be 48VDC nominal.

Transfer Time. The maximum transfer time allowed, from disruption of normal utility line voltage to stabilized inverter line voltage from batteries, shall be 5 milliseconds (ms). The same maximum allowable time shall also apply when switching from the inverter line voltage to utility-line voltage. Transfers to and from battery operation shall not interfere with the operation of the other equipment in the intersection.

Operating Temperature. The BBS and all components shall operate without performance degradation over a temperature range of -40°C to +74°C with a maximum load of 70% of the rated output of the BBS inverter.

Feedback Level. The BBS shall be tested and certified to Electrical Standards UL 1778 and CSA 107.3.

Surge Protection. The BBS shall have surge protection compliant with IEEE/ANSI C.62.41 Cat. A & B.

Reliability. The BBS system shall have a Mean-Time-Before-Failure (MTBF) of 174,955 hours at a temperature of 25 degrees C (77 degrees F) and 103,030 hours at a temperature of 50 degrees C (122 degrees F).

Power and Control Connections. The BBS shall be easily installed, replaced, or removed by using easily removable cables for AC input, AC output, DC input, external transfer control/alarm, and battery temperature sense.

AC Connection. The AC input and output shall hard wired connections.

DC Connection. The DC connection shall be a recessed one-piece Anderson-style connector rated to handle the maximum DC current required by the inverter while running on batteries.

Temperature Probe Connections. The battery temperature sense inputs shall be panel-mounted Telco-style connectors.

Unit Failure. In the event of inverter/charger failure, battery failure, or complete battery discharge, the automatic bypass transfer switch shall revert to the Normally Closed (NC) (de-energized) state, where utility line power is connected to the cabinet.

Overload. The BBS Inverter Module must be able to shut down in order to protect against internal damage in the event of an overload at the output. The Inverter shall support an overload of up to 115% for 2 minutes, after which the inverter output shall be turned off. The fault recovers when the overload is removed and the line power returns.

Schedule. The BBS shall provide a (2) time-of-day schedule settings programmable by the user. The time-of-day schedule shall allow the user to program schedule operational modes as required, per intersection. The BBS time-of-day function, when programmed, shall automatically change operational modes based on the time-of-day schedule. Operational modes shall be Red Flash or Full Operation. The BBS shall not switch from Flash Operation to Full Operation mode when the remaining battery capacity is ≤40 percent.

AC Feedback. The BBS shall prevent a malfunction feedback to the cabinet or from feeding back to the utility service.

BBS Failure Mode. In the event of BBS failure (inverter/charger or battery) or complete battery discharge, the internal power transfer relay shall revert to a Normally Closed (de-energized) state and provide utility power to the intersection when utility line power is available to the cabinet.

Automatic Shutdown. The BBS shall initiate an automatic shutdown when battery output reaches 42.5VDC.

Destructive Discharge or Overcharge. The BBS shall be equipped with an integral system to prevent the battery from destructive discharge or overcharge.

Automatic Bypass Transfer Switch Rating. The BBS shall include an Automatic/Manual Transfer Switch rated at 120VAC/30 amps.

Automatic & Manual Bypass Switch. The Automatic Bypass Transfer Switch shall be a combination automatic/manual bypass switch. Placing the bypass switch in the "Bypass" mode shall transfer the intersection load from the UPS output directly to commercial power. AC commercial power must still be available to the UPS input, allowing the UPS to keep the batteries charged. An Inverter Input breaker shall be provided and located on the Bypass Switch to shut off commercial power to the UPS input, allowing safe disconnecting and removal of the inverter. With the inverter turned off, the batteries can be safely disconnected from the system.

Indicator Light. The Automatic Bypass Transfer Switch shall include a bypass indicator light that automatically notifies the user when the Manual bypass switch is in the Bypass position. The indicator light shall be illuminated when in UPS mode.

Status Relay. The Automatic Transfer Switch shall have an optional bypass status relay with normally open, dry contacts that automatically close when the Manual bypass switch is in the Bypass position.

Integrated Switch. The manual bypass switch and the automatic transfer relay shall be integrated together within the Automatic Bypass Transfer Switch, allowing the manual bypass switch to be rated at 15 Amp and to be integrated with the bypass indicator light.

Terminal Blocks. The Automatic Bypass Transfer Switch shall have terminal blocks capable of accepting #6 AWG wiring for the AC input and output, with #10 AWG from the Automatic Bypass Transfer Switch to the inverter/charger module.

2.13.1. **Functionality**

Output Voltage Regulation Mode. The BBS shall include AVR (Auto Voltage Regulation) Functionality.

AC Input Voltage Range for Output Regulation. The Buck/Boost mode shall have a minimum range of 88 - 175 VAC

Transfer Set Points. There shall not be any user-definable transfer set points for the buck boost mode.

Regulated Voltage. Whenever AVR mode is selected, the output of the system shall be regulated between 108-130VAC. When the system's output can no longer be maintained within this range, the BBS shall transfer to Backup Mode.

Circuit Breakers. The BBS shall be equipped with an AC Input circuit breaker that protects both the UPS and the loads connected to the output. Should the AC Input breaker on the UPS trip, it shall allow the UPS to go to inverter mode to power the intersection off of batteries. Should an overload condition still exist when the inverter is energized, the inverter will revert to its internal electronic protection, preventing damage to the inverter due to the overload or short circuit condition on the output. Once this overload condition is cleared, the inverter will energize and power the intersection utilizing the available battery power. If the condition does not clear itself, the inverter will stay in the standby mode until manually cleared by a technician. The BBS shall have a flush mounted Battery circuit breaker installed on the front panel of the BBS inverter module.

Line Qualify Time. The BBS shall have a user-definable line qualify time. The user shall be able to select a minimum of six (6) possible settings. The settings shall be 3, 10, 20, 30, 40, and 50 seconds. The default line qualification time shall be 3 seconds.

Battery Charger. The BBS shall have an integral charger that is compatible with Gel and AGM battery topology. The charger shall be an intelligent charger with control systems that automatically incorporate bulk, absorption, and float charging modes.

Battery Temperature Compensation. The integral Intelligent Charger shall use temperature compensation. The charging system shall compensate over a range of 2.5 - 6.0mV/°C per cell, user adjustable when required.

Battery Temperature Sensor. A temperature probe which plugs into the front panel of the BBS shall be used to monitor the internal temperature of the batteries. The Temperature sensor shall be 2 meters in length, external to the inverter/charger module, and taped to the side of a center battery within the battery string.

Battery Temperature Charging. The batteries shall not be recharged whenever the battery temperature exceeds 50°C.

Recharge Time. The recharge time for the batteries from "protective low-cutoff" to 90 percent or more of full charge capacity shall not exceed 12 hours. The BBS charger shall be capable of providing 15 amps at 54VDC.

2.13.2. **User Interfaces and Displays**

Inverter/Charger Display. The BBS inverter/charger unit shall include a backlit LCD display for viewing all status and configuration information. The screen shall be easily viewable in both bright sunlight and in darkness.

Screen Size. The screen shall be large enough to display the following information, with the use of menu scrolling buttons to read required information. All active readings shall be real-time.

- Operating Mode (Line, Standby, Backup, Buck / Boost)
- Utility input voltage
- BBS output voltage and current
- Battery Temperature
- Input Frequency
- Output Power
- Battery Voltage
- Charger Current

- Shed Timer Relays time to activation
- Ethernet MAC Address and IP Address
- Accumulated output power in kW hours
- Battery Runtime Remaining
- Unit Serial number
- Unit Firmware Version
- Any alarms and faults

Keypad. The BBS inverter/charger unit shall include a keypad for navigating system information.

Web-based Interface. The BBS shall be provided with a web-based-interface for user configuration and management through a web browser.

Minimum Capabilities. The BBS shall allow the user to do the following through the web browser

- View Logs
- Change modes of operation
- Configure email alarms
- Adjust line qualify time
- Program relay contacts
- Configure network parameters.
- Inverter/charger firmware to be upgradeable remotely via Ethernet.
- Communication module firmware upgradeable remotely.

Status LEDs. The BBS shall have discrete status LED indications on the front of the inverter/charger.

Green Output LED. This LED will be ON any time that the output of the BBS is in normal mode. When the BBS output is either in Backup Mode or AVR Modes the LED will flash On and Off.

Red Fault LED. This LED will be Solid On any time that there are any faults in the system

Red Flashing Alarm LED. This LED will Flash On and Off any time that there are any alarms in the system.

Event Log. The BBS shall maintain an event log containing a minimum of 200 of the most recent events recorded by the BBS. These events shall be down loadable remotely via Ethernet and automatically reported to the central monitoring software. The Events Log shall be date and time-stamped

Events, Alarms, and Faults. The BBS shall display and log the following events, alarms, and faults.

- Operating Mode
- Weak Battery
- Overload
- High and Low Temperatures
- User Input, S2 is shorted
- Line Frequency out of specifications
- No temperature probe
- Low Battery
- Battery Breaker Open
- BBS is performing a Self-Test
- Fan Fail
- Incorrect Firmware
- AC Input Breaker Open
- Short Circuit

- Output Voltage High
- Output Voltage Low
- Battery Voltage High
- Battery Voltage Low
- Isolation Relay Fail
- Temperature High

Counters. The BBS shall keep track of the following:

- The number of times that the unit was in Backup Mode
- The accumulated number of hours and minutes that the unit has operated in Backup mode since the last reset.

Programmable Relay Contacts. The BBS shall provide the user six (5) programmable dry relay contacts and one (1) 48VDC relay contact. As a minimum, the programmable options shall be On Battery, Low Battery, Timer, Alarm, Fault, and Off. The BBS shall also have three (3) input dry relay contacts. BBS Self Test, User Alarm, and BBS Shutdown.

Relay Contact Terminals. The relay contacts shall be made available on the front panel of the BBS via 6, 3-position plug-in terminal blocks with screw-down wiring connections.

Contacts. Each relay, C-1 through C-5 shall have their own common and their own set of normally open (NO) and normally closed (NC) terminals. The terminals for each relay shall be oriented as NO-C-NC on the terminal block. C-6 shall provide continuous 48 VDC voltage for powering of enclosure DC fan.

Labeling. The BBS shall have an internal Ethernet communication interface for user configuration and management. The Ethernet Port shall be an RJ-45, EIA 568B Pin Out Connector.

Rating. The relay contacts shall be rated at a minimum of 1 amp @ 250 VAC.

On Battery Relay Contact. The dry relay contacts that are configured for "on battery" shall only energize when the Inverter is operating in Backup Mode

Timer Relay Contacts. The BBS shall include a timer that will energize the "timer" configured dry relay contact after the user configured time has elapsed. The timer is started when the BBS enters Backup Mode. The user shall be able to configure the timer to the required time. The format shall be Hours, Minutes, Seconds.

Low Battery Relay Contact. The BBS shall have an adjustable low battery relay setting. This setting shall be adjustable so that the user can set the point at which the low battery relay contact is energized.

2.13.3. **Communications**

Serial Interface. The BBS shall be equipped with an industry standard RS-232 serial connection for user configuration and management. The serial port shall be an EIA-232 (DB9-Female) connector.

Ethernet Interface. The BBS shall have an internal Ethernet communication interface for user configuration and management. The Ethernet Port shall be an RJ-45, EIA 568B Pin Out Connector.

Remote Monitoring. The BBS shall be include remote monitoring & alarms transmission capabilities through the Ethernet RJ-45 IP Addressable Port, using SNMP protocol.

Notification. System shall have the capability of notifying Operations, Maintenance or TMC via e-mail of any alarms, faults or events, user selectable. E-mail set up must allow for different levels of notifications based on the criticalness of the alarms.

User Configuration Menus. All BBS configuration and System menus shall be accessible and programmable from the RS-232 and Ethernet Port.

Communication Protocols. The BBS shall support TCP and UDP over IP protocol communications.

Application Layer Protocols. The BBS shall support FTP, Telnet, and HTTP.

SNMP. The BBS shall be SNMP compliant.

2.13.4. **Batteries**

Battery Type. The battery shall be comprised of extreme temperature, float cycle, GEL VRLA (Valve Regulated Lead Acid). Individual batteries shall meet the following specifications:

- Voltage Rating: 12V
- Amp-hour rating: 109 AH, at the 20-hour rate, to 1.75 Volts per cell, minimum battery rating. Larger AH batteries are acceptable providing they do not exceed the group size listed below. (Case 31)
- Group size: Case 31
- Batteries shall be easily replaced and commercially available off the shelf
- Batteries shall provide 100% runtime capacity out-of-box. Each battery must meet its specification without the requirement of cycling upon initial installation and after the initial 24-hour top-off charge.

Battery String. Batteries used for the BBS shall consist of 4 batteries configured for a 48 VDC battery buss system.

Operating Temperature. The battery system shall consist of one or more strings of extreme temperature; float cycle GEL VRLA (Valve Regulated Lead Acid) batteries. Batteries shall be certified to operate at extreme temperatures from –40°C to +71°C.

Terminals. The batteries shall have maintenance-free threaded insert terminals eliminating annual torquing. Battery terminals that require annual torquing of each post connection shall not be permitted.

Ability to Function. An integral lifting handle should be provided on the batteries for ease of removal/installation.

2.13.5. **Cabinet**

BBS Cabinet Dimensions. The dimensions for the BBS cabinet shall not exceed 50 inches in height, 17 inches in width, and 17 inches in depth.

Inverter/Charger Mounting. The Inverter/Charger Unit shall be shelf or rack-mounted on a standard EIA19" rack.

Automatic Transfer Switch Mounting. The Automatic Transfer switch shall be mounted on EIA 19" Rail.

Interconnect Wiring. All interconnect wiring shall be provided and shall be UL Style 1015 CSA TEW.

BBS Replacement. The BBS equipment and batteries shall be easily replaced and shall not require any special tools for installation.

Hot Swappable. The BBS inverter and batteries shall be hot swappable. There shall be no disruption to the Traffic Signal when removing the inverter or batteries for maintenance.

Quick Disconnects. All inverter and battery connections shall be of the quick disconnect type for ease of maintenance

Ancillary Installation Hardware. All necessary installation hardware (bolts, fasteners, washers, shelves, racks, etc.) shall be included.

Cabinet Sizing. The external cabinet shall be capable of housing batteries up to a group 31 size, inverter/charger power module, automatic transfer switch, control panels, wiring, wiring harnesses, and all other ancillary equipment.

Cabinet Types. The BBS can be installed either as:

- Free-standing base-mounted cabinet with optional 8" riser for easy cable entrance.
- Pole-mounted cabinet with optional pole mount bracket kit.
- Side-mounted to a Traffic Controller cabinet with no mounting brackets required.

Rating. All external cabinets shall be NEMA 3R rated. The enclosure shall be made of 0.125 (5052-H32) aluminum.

Ventilation. The external cabinet shall be ventilated through the use of louvered vents, filter, and one thermostatically controlled fan. The filter shall be the re-usable type and matching the dimensions of the louver with both located on the bottom half of the door. The cabinet fan shall be DC operated for longer reliability.

Ancillary Hardware. The BBS cabinet shall come with all bolts, washers, nuts required to mount it to a Controller cabinet.

Accessibility. All components, terminations, terminal blocks, relays, etc. shall be fully accessible.

Shelves. Battery shelves shall be located in the bottom half of the enclosure. The bottom battery shelf shall be removable and the top battery shelf will be welded to the enclosure sides. Air must be allowed for flow from the bottom of the cabinet and up the back internal wall. Neither the top battery shelf nor the Power Module shelf shall inhibit the airflow to the top of the cabinet.

Locking. The cabinet shall include a 3 point locking system, including a Type 2 Corbin lock and utilize a handle with pad locking capability.

Cabinet Options. The following options shall be available for the cabinet:

- On-Battery lamp mounted externally on the top of the cabinet that illuminates when the BBX is operating in inverter mode.
- Battery Heater Mats to increase battery capacity in cold climates.
- Receptacle plate assembly that mounts on the transfer switch panel to provide utility power to the battery heater mats.
- Automatic Generator Transfer switch that senses a generator is connected and automatically switches to the generator source.
- Internal lamp with door push-button switch to illuminate the interior of the cabinet.
- Status monitoring dry contacts for the Automatic Transfer Switch and the Generator Transfer Switch.

2.13.6. **Maintenance**

Probe Jacks. The BBS shall provide voltmeter standard probe input-jacks (+) and (-) to read the exact battery voltage drop at the inverter input.

Self-Testing. The BBS Inverter Module shall be programmable to perform automatic self-testing, programmed in weekly intervals and programmed by the user to meet their specific requirements or

manufacturer's recommendation. During self-test the BBS Inverter Module shall identify a weak battery or multiple batteries in the string that have reached a weak state and notify maintenance by initiating a Weak Battery Alarm.

Remote Battery Monitoring Specifications. Provide a remote battery monitor system (RBMS) to be permanently installed into the UPS/Battery cabinet to monitor the four UPS batteries (4-12V battery blocks). The RBMS shall have the ability to monitor, read and record both the battery string and individual battery voltages, admittance (internal battery resistance), individual battery temperatures and to provide a real-time evaluation of the battery bank health.

The RBMS shall have a built in web interface for communications over Ethernet. The device shall be hardened and operate at a temperature range of -40C to +65C. The device shall include individual 12 volt battery sensors and operate in the range of -40C to +80C. Communications shall be SNMP via TCP/IP.

The RBMS shall include software to automatically poll each intersection, up to 100 per software program, reading individual battery voltage, admittance and temperature, confirming each is within its user programmable parameters. The system shall have the ability to program the intervals as to when each reading is taken, by days, weeks or months. The software shall be provided as part of the system cost.

The RBMS shall also perform as a battery balancer, continuously monitoring all batteries in the string and to interface with the UPSs charger voltage/current so to keep the batteries equal with all batteries within the battery string. The RBMS shall allow for any single 12V battery within the battery string to be replaced without replacing all batteries in the string during the battery warranty period.

3. FABRICATION

3.1. **Ground-Mounted Cabinet**. Continuously weld exterior seams for cabinet and doors. Fill edges to a radius of 0.03125 in. minimum. Smooth exterior welds.

Welding on aluminum cabinets must be by the gas metal arc (metal inert gas) or gas tungsten arc (tungsten inert gas) process using bare aluminum welding electrodes. Ensure electrodes are in accordance with the requirements of AWS A 5.10 for ER5356 aluminum alloy bare welding electrodes.

Procedures, welding machines, and welding machine operators for welding on aluminum must be qualified and be in accordance with the requirements of AWS B 3.0, "Welding Procedures and Performance Qualification," and with the practices recommended in AWS C 5.6.

Construct cabinets of welded sheet aluminum with a thickness of at least 0.125 in. meeting NEMA 3R standards. Do not allow wood, wood fiber product, or flammable products in the cabinet. Seal cabinet structure to prevent the entry of rain, dust, and dirt.

Provide a sunshield on the exterior top of the cabinet to reflect solar rays and mitigate temperature buildup inside the cabinet. Construct sunshield of 0.125-in. thick aluminum and provide at least 1.25-in. clearance above the top of cabinet secured in four locations.

Attach aluminum lifting eyes or ears to the top of the cabinet to permit lifting the cabinet using a sling. Lifting eyes may be permanently fabricated to the cabinet frame as long as they do not interfere with the construction and operation of the sunshield. Manufacturer may provide removable lifting eyes that can be removed after installation. Seal any penetrations to the cabinet exterior or sunshield after removal of lifting eyes.

Ensure cabinets are in accordance with the requirements of ASTM B209 for 5052-H32 aluminum sheet.

3.1.1. **Door**. Provide sturdy and torsionally rigid cabinet doors that overlap and substantially cover the full area of the front of the cabinet. Attach cabinet doors using at least three heavy-duty hinges or full-length hinge. Provide stainless steel hinge pins.

Fabricate the doors and hinges to withstand a 100-lb. per vertical foot force applied to the outer edge of the door when open without permanent deformation or impairment of the door or cabinet body when the load is removed.

Fit the cabinet doors with No. 2 Corbin lock and aluminum or chrome-plated handle with at least a 3/8-in. drive pin and a three-point latch. Design the lock and latch so that the handle cannot be released until the lock is released. Provide a padlock of the type directed. Provide a locking ring for a padlock. Provide two keys for the door and two keys for the padlock with each cabinet. Locate the lock clear of the arc of the handle. Keys must be removable in the locked position only. Mount locks with two stainless steel machine screws. Provide cabinet doors with a catch mechanism to hold the door open at three positions: 90°, 120°, and 160°.

Fabricate the door and door stop mechanism to withstand a simulated wind load of 5 lb. per square foot applied to inside and outside surfaces without failure, permanent deformation, or compromising of door position.

Provide cabinets without auxiliary police doors.

Provide a gasket to act as a permanent and weather-resistant seal at the cabinet door facing. The gasket material must be of a non-absorbent material and maintain its resiliency after long-term exposure to the outdoor environment.

Provide a gasket with a minimum thickness of 0.25 in. Locate the gasket in a channel provided for this purpose either on the cabinet or on the door. An L-bracket is acceptable instead of this channel if the gasket is fitted snugly against the bracket to ensure a uniformly dust and weather-resistant seal around the entire door facing.

3.1.2. **Mechanical Components**. Ensure external screws, nuts, and locking washers are stainless steel. Do not use self-tapping screws unless specifically approved.

Ensure all parts are made of corrosion-resistant material, such as plastic, stainless steel, aluminum, or brass.

Ensure all materials used in construction are resistant to fungus growth and moisture deterioration.

Separate dissimilar metals by an inert dielectric material.

3.1.3. **TS-2 Cabinet Assembly.** This specification describes the minimum acceptable requirements for a TS-2 cabinet assembly to house a NEMA TS-2 Type 1 solid-state full-actuated controller unit. The assembly shall include the cabinet, flasher, card rack(s), an MMU, an external power supply, and 6 flash transfer relays. For cabinet assemblies of configuration 4 (16 position), the assembly shall include 16 load switches. All cabinets shall include appropriate mounting hardware.

3.1.3.1. **Cabinet Design Requirements**

The cabinet shall be constructed using unpainted sheet aluminum with a minimum thickness of 3.2 mm. No wood, wood fiber products or other flammable material shall be used in the cabinet. All welds shall be neat and of uniform consistency.

The size of the cabinet shall be size 6 as defined by TS-2 Clause 7.3 of the NEMA Standard Publication TS-2 2003, or the latest revision, as specified by the plans. The load bay shall be configuration 4 (16 position) as defined by TS-2 Clause 5.3, as specified by the plans.

Two aluminum-lifting eyes or ears shall be attached to the cabinet with a single carriage bolt or dual carriage bolts each to permit lifting the cabinet with a sling. The corners of each eye or ear shall be rounded and in the down position when shipped.

Vertical shelf support channels shall be provided to permit adjustment of shelf location in the field. The channels shall have a single continuous slot to allow shelves to be placed at any height within the cabinet. Channels with fixed notches or holes are not acceptable.

Each cabinet shall be equipped with an extra set of unistrut channels or a keyhole panel on either side of the front section of the cabinet to permit mounting of additional equipment as necessary.

Shelves shall be at least 330 mm deep and be located in the cabinet to provide a 12.5 mm clearance between the back of the shelf and the back of the cabinet. A 38 mm drawer shall be provided in the cabinet, mounted directly beneath the controller support shelf. The drawer shall have a hinged top cover and shall be capable of storing documents and miscellaneous equipment. This drawer shall support up to 22.5 kg in weight when fully extended. The drawer shall open and close smoothly. Drawer dimensions shall make maximum use of the available depth offered by the controller shelf and be a minimum of 600 mm.

Three shelves shall be provided in the cabinet and shall be at a minimum of 305 mm apart in height. There shall be sufficient shelf space to accommodate a controller unit 330 mm high, an MMU, one 8-position card rack, and an external power supply. An additional space at least 305 mm high, 325 mm wide, and 305 mm deep shall be provided. The controller unit, MMU, card racks, and power supply shall be placed on the shelves in such a manner that sufficient ventilation is provided to all components. Labels showing the proper placement of each component shall be provided along the shelves to ensure proper placement.

The cabinet shall be vented and cooled by 2 thermostatically controlled fans. The fans shall be a commercially available model with a capacity of at least 2.7 m3/minimum. The thermostats shall have an adjustable range of 20□C to 43□C. A press-to-test switch shall be provided to test the operation of the fans.

The cabinet shall be provided with a unique 5 digit serial number which shall be stamped directly on the cabinet or engraved on a metal or metalized mylar plate, epoxied or riveted with aluminum rivets to the cabinet. The digits shall be minimum 5 mm in height and located on the upper right sidewall of the cabinet near the front.

The Cabinet shall have two pieces of “Top Hat” style DIN rail EN 50022. Each piece shall be 35mm X 7.5mm X 8”and will be mounted between the two unistrut channels on the upper right and left side of the cabinet.

Standard 19”(482.60 mm) rails shall be placed between the top and middle shelf in parallel at a minimum of 305 mm in height. The rails shall be bolted to the front of the shelf lip at the top and bottom of each rails. The rails will serve as mounting options for “rack mountable” equipment used by CITY OF BROWNSVILLE. The height of the rails shall be able to support a minimum of 4U.

3.1.3.2. **Cabinet Door**

The cabinet shall be provided with two doors. One in front and one in the back that will provide access to the cabinet. Each door shall be provided with 3 hinges with non-removable stainless steel pins, or a full- length piano hinge with stainless steel pins spot welded at the top of the hinge. The hinges shall be mounted so it is not possible to remove them from the door or cabinet without first opening the door. The bottom of the door openings shall extend at least to the bottom level of the back panel. The door and hinges shall be braced to withstand a 74 kg per vertical meter of door height load applied to the outer edge of the door standing open. There shall be no permanent deformation or impairment of any of the doors or the cabinet body when the load is removed.

The cabinet doors shall be fitted with a Number 2 Corbin lock and a cast aluminum or chrome-plated steel handle with a minimum 16 mm diameter shaft (or equal cross-sectional area for a square shaft) and a 3-point latch. The lock and latch design shall be such that the handle cannot be released until the lock is released.

One key shall be provided for each cabinet. A gasket shall be provided to act as a permanent dust and weather-resistant seal at the controller cabinet door facing. The gasket material shall be of a nonabsorbent material and shall maintain its resiliency after long term exposure to the outdoor environment. The gasket shall have a minimum thickness of 6.25 mm. The gasket shall be located in a channel provided on the cabinet or on the door(s). An "L" bracket is acceptable in lieu of this channel if the gasket is fitted snugly against the bracket to ensure a uniform dust and weather-resistant seal around the entire door facing. Any other method is subject to written purchaser approval during inspection of an order.

A locking auxiliary police door shall be provided in the front door of the cabinet to provide access to a panel that shall contain a signal shutdown switch, a signal flash switch, a manual-automatic switch, and a manual advance push-button switch on a 6 foot retractable cord. Manual control of the controller unit from the police door shall override any external control (external logic, etc.) in effect when the manual-automatic switch is in the manual position. Each actuation of the manual advance push-button switch shall advance the controller to the next interval. Manual control shall not override any calls for preemption. The police door shall be gasketed to prevent entry of moisture or dust, and the lock shall be provided with one brass key.

The intake for the vent system shall be filtered with a permanent air filter. The minimum filter dimensions shall be 406.4 mm wide X 304.8 mm high X 25 mm thick. The filter shall be securely mounted so that any air entering the cabinet must pass through the filter. The cabinet opening for intake of air shall be large enough to use the entire filter. The air intake and exhaust vent shall be screened to prevent the entry of insects. The screen shall have an opening no larger than 8.1 mm². The total free air opening of the exhaust vent shall be large enough to prevent excessive back-pressure on the fan.

4. CONSTRUCTION

4.1. **General**. For ITS cabinets installed on a slope, ensure the cabinet primary door faces and opens to the high side of the slope, and provide safety railing in conformance with the ITS ground-mounted cabinet standards. Safety railing will be supplemental to this Specification. Stake cabinet foundation forms and underground conduit entering the foundation before installation, and secure Department approval before pouring foundation. It is understood that cabinet location may vary from the plans to accommodate field conditions.

Construct the cabinet foundation in accordance with Item 656, unless otherwise specified.

Concrete maintenance pads have been integrated into the foundation design found in the ITS ground-mounted cabinet standards to accommodate door configuration options.

4.2. **Mounting Hardware**. Furnish anchor bolts to mount the cabinet to the foundation. Manufacturer will determine the appropriate size anchor bolts by cabinet type and foundation size. Provide appropriate mounting plates and any other necessary hardware to mount the cabinet on a foundation.

4.3. **Installation**. Ground the cabinet as depicted in the ITS grounding standards. For retrofit scenarios, measure resistance to ground before installing cabinet in accordance with IEEE 81. Provide additional grounding rods and install additional grounding conductors as detailed in the ITS grounding standards to achieve less than 5 ohms resistance. Additional ground rods and grounding conductors will be supplemental to this Specification.

Immediately before mounting the cabinet on the foundation, apply a bead of silicone caulk to seal the cabinet base to the foundation.

Seal any space between conduit entering the cabinet and the foundation with silicone caulk or approved sealant compound.

Install conduits as shown on the plans or as directed and in accordance with Item 618. Place wiring in a neat and orderly manner grouped with nylon tie-downs.

After wiring is installed, seal the conduits terminated in the cabinet foundation with a duct seal or other similar approved sealant inside the ends of the conduit in the cabinet to prevent moisture, insects, and critters from entering the conduits.

4.3.1. **Connection of Lead-In Cable**. Connect the detector lead-in cables, when shown on the plans or as directed, to the detector terminal blocks in the following manner.

Dress each cable into position in conformance with the approved lead-in cable position on the panel (bundle cables together and broken out by their position on the terminal boards).

Place cable as close to the terminal points as possible and left floating.

Ground the cable shield after testing and in conformance with the detector manufacturers' specifications.

4.3.2. **Connection of Miscellaneous Cables**. Terminate connection of signal wires, sign control wires, and any other wires required to complete connections for an operational system on terminal blocks.

Design the equipment for ease of maintenance. Component parts must be readily accessible for inspection and maintenance. The only tools and test instruments required for maintenance by maintenance personnel must be simple handheld tools, basic meters, and oscilloscopes.

Mount cabinet plumb in all directions.

4.4. **Removal and Replacement of Curbs and Walks**. The Contractor must secure approval before cutting into or removing sidewalks or curbs not shown on the plans to be removed or replaced.

Restore any curbs or sidewalks after work is completed, which have been removed, to equivalent original condition and to the satisfaction of the Engineer.

All completed surfaces that are adjacent to the cabinet foundation must be level and free of trip hazards. Any difference in level of adjacent structures must be addressed in the field and approved by the Department.

4.5. **Relocation**. Before removal of the existing cabinet, disconnect and isolate the power cables from the electric power supply and disconnect cables (power and communication) from the equipment.

Inspect the existing cabinet, with a representative from the Department, and document any evidence of structural damage before removal. Remove and deliver to the Department existing cabinets that fail structural inspection to an address to be supplied by the Department.

Remove the existing cabinet in a manner acceptable. Use a method that does not cause undue overstress or damage to the structure or appurtenances attached.

Remove the existing concrete foundation to a depth of at least 2 ft. below finish grade with steel cut off. Backfill the excavation with material equal in composition and density to the surrounding area. Replace any surfacing, such as asphalt pavement, concrete riprap, or brick pavers, with like material to equivalent condition as approved.

Supply new anchor bolts required for the installation of the cabinet. Match bolt dimensions and lengths previously used or as shown on the plans or as directed.

4.6. **Removal**. Present the work in a neat, professional finished appearance. Maintain safe construction and operation practices. Use established industry and utility safety practices when removing cabinets near overhead or underground facilities. Consult with the appropriate utility company before beginning work.

Inspect the cabinet, with a representative from the Department, and remove any ITS equipment, associated mounting hardware, and cabling inside the cabinet before commencing work.

Before removal of the existing cabinet, disconnect and isolate the power cables from the electric power supply and disconnect cables (power and communication) from the equipment. Remove and coil existing cabling to the nearest ITS ground box or as identified on the plans.

Carefully remove the cabinet and avoid damage or injury, respectively, to surrounding objects or individuals. Deliver the cabinet to an address supplied by the Department.

Remove the existing foundation to a depth of 2 ft. below grade with steel cut off. Backfill the excavation with material equal in composition and density to the surrounding area. Replace any surfacing, such as asphalt pavement, concrete riprap, or brick pavers, with like material to equivalent condition as approved.

4.7. **Testing**.

4.7.1. **Installation**. Unless otherwise shown on the plans, perform the following tests on cabinets supplied through this Specification.

4.7.1.1. **Test Procedures Documentation**. Provide five copies of the test procedures, including tests identified in NEMA, Section 4.9.2.–Section 4.9.4. inclusive, and blank data forms to the Engineer for review and comment at least 45 days before testing for each test required on this project. Include the sequence of the tests in the procedures. The Engineer will comment on, approve, or reject test procedures within 30 days after Contractor submittal of equipment for tests. Contractor must resubmit if necessary rejected test procedures for final approval within 10 days before testing. Review time is in calendar days. Conduct tests in conformance with the approved test procedures. The Department may witness tests.

Record test data and quantitative results on data forms. No bid item measurement or payment will be made until the Engineer has verified the test results meet the requirements of the Specification. The data forms for tests, except design approval tests, must be signed by an authorized representative of the Contractor.

Provide written notice to the Engineer within 48 hr. of discovery of any testing discrepancy found in testing by the Contractor. Furnish data forms containing the acceptable range of expected results and measured values.

4.7.1.2. **Design Approval Test**. Conduct a design approval test on 10% of the total number of cabinets supplied as part of the project, with at least one of each type of cabinet used on the project.

Certification from an independent testing laboratory of a successfully completed design approval test is acceptable. Ensure that the testing by this laboratory is performed in accordance with the requirements of this Specification. Failure of independent tests to comply with the requirements of this Specification is grounds for rejection of any certification.

Provide a copy of the certification to the Engineer. The data forms for the design approval tests must be signed by an authorized representative (company official) of the equipment manufacturer or by an authorized representative of an independent testing facility.

Notify the Engineer 10 working days before conducting this testing. The Department may witness the tests. Perform the following tests.

4.7.1.2.1. **Power Service Transients**. Provide equipment that meets the performance requirements, specified herein, when subjected to the power service transients as specified in NEMA TS 2, Section 2.2.7.2, “Transient Tests (Power Service),” or most current version.

4.7.1.2.2. **Temperature and Condensation**. Provide equipment that meets the performance requirements, specified herein, when subjected to the following conditions in the order specified below.

- Stabilize the equipment at -30°F and test as specified in NEMA TS 2, Section 2.2.7.3, "Low-Temperature Low-Voltage Tests," and Section 2.2.7.4, "Low-Temperature High-Voltage Tests," or most current version.
- Allow the equipment to warm up to room temperature in an atmosphere with relative humidity of at least 40%. Operate the equipment for 2 hr., while wet, without degradation or failure.
- Stabilize the equipment at 165°F and test as specified in NEMA TS 2, Section 2.2.7.5, "High-Temperature High Voltage Tests," and Section 2.2.7.6, "High-Temperature Low-Voltage Tests," or most current version.

4.7.1.2.3. **Relative Humidity**. Provide equipment that meets the performance requirements, specified herein, within 30 min. of being subjected to a temperature of 165°F and a relative humidity of 18% for 48 hr.

4.7.1.2.4. **Vibration**. Provide equipment that shows no degradation of mechanical structure, soldered components, or plug-in components and will operate in conformance with the manufacturer's equipment specifications after being subjected to the vibration tests as described in NEMA TS 2, Section 2.2.8, "Vibration Test," or most current version.

4.7.1.2.5. **Power Interruption**. Provide equipment that meets the performance requirements, specified herein, when subjected to nominal input voltage variations as specified in NEMA TS 2, Section 2.2.10, "Power Interruption Test," or most current version.

4.7.1.3. **Stand-Alone Tests**. Conduct a stand-alone test for each cabinet after installation. Exercise stand-alone (non-network) functional operations consisting of the following, at minimum.

- 19-in. EIA rack
- Adjustable shelves
- Locking mechanism
- Fan and thermostat
- Cabinet light
- Back panel
- Circuit breakers
- Surge protection
- Grounding system
- Terminal strips
- Interconnect harnesses with connectors
- Weatherproofing
- "Door open" connection to back panel

Notify the Engineer 5 working days before conducting this test. The Engineer may witness all the tests.

4.7.1.4. **Consequences of Test Failure**. If a unit fails a test, submit a report describing the nature of the failure and the actions taken to remedy the situation before modification or replacement of the unit. If a unit requires modification, correct the fault and then repeat the test until successfully completed. Correct minor discrepancies within 30 days of written notice to the Engineer. If a unit requires replacement, provide a new unit and then repeat the test until successfully completed. Major discrepancies that will substantially delay receipt and acceptance of the unit are cause for rejection of the unit.

Failure to satisfy the requirements of any test is considered a defect and the equipment is subject to rejection. The rejected equipment may be offered again for retest provided all noncompliance has been corrected.

If a failure pattern develops in similar units within the system, implement corrective measures, including modification or replacement of units, to similar units within the system as directed. Perform the corrective measures within 30 calendar days without additional cost or extension of the Contract period.

4.7.2. **Relocation**

4.7.2.1. **Pre-Test**. Conduct performance testing before removal of ITS ground-mounted cabinets. Test functional operations of the equipment and document functional operations in the presence of representatives of the Contractor and the Department.

- Locking mechanism
- Fan and thermostat
- Cabinet light
- Back panel
- Circuit breakers
- Surge protection system
- Grounding system
- "Door open" connection to back panel

Ensure that both representatives sign the test report indicating that the equipment has passed or failed each function. Once removed, the equipment becomes the responsibility of the Contractor until accepted by the Department. Compare test data before removal and test data after installation.

4.7.2.2. **Post-Test**. Testing of the ITS ground-mounted cabinet is for the purpose of relieving the Contractor of maintenance of the system. The Contractor is relieved of the responsibility for maintenance of the system in accordance with Item 7, "Legal Relations and Responsibilities," after a successful test period. The Contractor is not required to pay for electrical energy consumed by the system.

After existing ITS equipment has been installed, perform the same functional operation test described under NEMA, Section 4.9.2.1. Furnish test data forms containing the sequence of tests, including the data taken and quantitative results for all tests. Submit the test data forms to the Engineer at least 30 days before the day the tests are to begin. Obtain approval of test procedures before submission of equipment for tests. Send at least two copies of the data forms to the Engineer.

The performance test results after relocation must be equal to or better than the test results before removal. Contractor is responsible for repair or replacement of those components within the system that failed after relocation but that passed before removal.

The Department will conduct approved ITS equipment system tests on the field equipment hardware with the central equipment. The tests will exercise remote control functions and display the return status codes from the controller.

If any unit fails to pass a test, prepare a report and deliver it to the Engineer. Describe in the report the nature of the failure and the corrective action needed. If the failure is the result of improper installation or damage during reinstallation, reinstall or replace the unit and repeat the test until the unit passes successfully, at no additional cost to the Department or extension of the Contract period.

4.8. **Documentation**. Submit documentation for this Specification consisting of the following.

4.8.1. **Ground-Mounted Cabinet**. Shop drawings should clearly detail the following for ITS ground-mounted cabinets when required as shown on the plans.

- Dimensions
- Shelves
- Door
- Gasket
- Door lock
- Materials list
- Power distribution panel
- Surge suppression
- Back panel
- Outlets
- Circuit breakers
- Power cable terminals

- Exterior finish
- Ventilation
- Terminal strips
- Harnesses
- Filter
- Wiring diagrams
- Cabinet grounding
- Environmental parameters
- Connectors

Submit shop drawings, signed, sealed, and dated by a licensed professional engineer in Texas, showing the fabrication, interior configuration, electrical distribution, and cabinet mounting details for each cabinet in accordance with Item 5, "Control of the Work."

Provide at least two complete sets of operation and maintenance manuals in hard copy format in addition to a CD/DVD or removable flash drive that include the following.

- Complete and accurate schematic diagrams
- Complete installation procedures
- Complete performance specifications (functional, electrical, mechanical, and environmental) on the unit
- Complete parts list, including names of vendors for parts not identified by universal part number, such as JEDEC, Radio-Electronics-Television Manufacturers Association, or EIA
- Pictorial of component layout on circuit board
- Complete maintenance and troubleshooting procedures
- Complete stage-by-stage explanation of circuit theory and operation
- Recovery procedures for malfunction
- Instructions for gathering maintenance assistance from manufacturer

Identify material that is copyrighted or proprietary in nature as part of the documentation submittal. The Department will take proper provisions to secure such material and not distribute without written approval.

Provide the Department with certification documentation verifying conformance with environmental and testing requirements contained in the Special Specification. Certifications may be provided by the manufacturer or through independent labs.

4.8.2. **Cabinet Components**

Each cabinet shall be provided with the following documentation:

- Three complete, accurate, and fully legible diagrams and one schematic for every electronic device. This shall include, but not be limited to, cabinet wiring, back panel, detector panel, power panel, preempt panel, flasher circuit, load switch, card rack power supply, bus interface unit, and power supply diagrams.
- Complete parts list, including names of vendors for parts not identified by universal part numbers such as JEDEC, RETMA, or EIA.
- Manufacturer's specifications for cooling fans, which include the CFM rating of fans.

Each controller unit shall be provided with the following documentation:

- One service manual per unit, which includes a description of the controller unit, a description of its operation, and basic maintenance and troubleshooting information.
- Two complete, accurate, and readable schematic diagrams for all circuitry in the controller unit. One set of these diagrams may be included in the service manual.
- Complete parts list, including names of vendors for parts not identified by universal part numbers such as JEDEC, RETMA, or EIA. This may be included in the service manual.

- Pictorial of components layout for each circuit board, or individual component identification permanently printed on each circuit board. Regardless of which of the above is provided, each electronic component on the board will need to be clearly identified or labeled. This may be included in the service manual.

Each MMU shall be provided with one each of the following documentation:

- Complete and accurate schematic diagram.
- Complete parts list, including names of vendors for parts not identified by universal part numbers such as JEDEC, RETMA, or EIA.
- Pictorial of component's layout on circuit board(s).
- One service manual per unit, which includes a description of the MMU unit, a description of its operation and basic maintenance, and troubleshooting information.

Respondent shall be prepared to furnish NEMA certification for the complete cabinet assembly from an independent laboratory.

4.9. **Solicitation Requirements**

The supplier's facilities shall be of sufficient size and staffing that any and all warranty repairs to the cabinet assembly provided shall be made on a timely basis. Timely return of equipment is interpreted as a period of time no longer than 18 calendar days from the date of receipt by the supplier to the return receipt of the equipment at the specified location. This requirement may be met by field service. Failure to meet these requirements may result in rejection of future solicitations.

The controller cabinet shall be delivered on 100 mm X 100 mm runners covered with 12.5 mm plywood to facilitate handling. Runners consisting of stacked 50 mm X 50 mm boards are not acceptable.

For ventilation purposes, while testing, no cabinet components shall be packaged in boxes or bubble wrapped when shipped.

Polypropylene strapping material shall be used to secure all cabinet components for shipping. All load switches and flash transfer relays must also be secured, but glass filament tape may be used for these components. Other means of securing components are acceptable but require written approval by the CITY OF BROWNSVILLE Traffic Engineer.

4.10. **Test And Acceptance of Controller Cabinet Assembly**

The supplier shall burn in each controller cabinet assembly for a period of 48 hours at a temperature of 60°C or for a period of 96 hours at a temperature of 23°C. A certification shall be included with or attached to each controller cabinet, indicating the dates of the burn-in period, the number of hours, the burn-in temperature, and the results.

CITY OF BROWNSVILLE City may test any controller cabinet assembly under load in a shop environment for a period of at least 120 hours. During this time, the entire controller cabinet assembly will be inspected for compliance with the specifications.

CITY OF BROWNSVILLE may then perform any or all tests described in NEMA Standard Publication TS-2 2003, or the latest revision, on one or more complete controller cabinet assemblies on a random sample basis. Environmental sampling and testing shall be in accordance with the Traffic Operations Division Manual of Testing Procedures, Test Method TEX-1170-T, May 1999, or latest revision. Testing will be performed in

the normal operating (i.e., non-flashing) range of 95-135V AC. All traffic signal cabinet assembly components shall operate normally at 95V AC, as the unit would operate at 120V AC. If any of the assemblies fail any of the tests, the supplier will be permitted to make one complete repair of the order on a timely basis, which will be determined by the CITY OF BROWNSVILLE, and the testing will be redone. The supplier shall reimburse the CITY OF BROWNSVILLE for any retesting required during acceptance. The cost for each retest will be based on time and charges and is estimated at $1,500.00 per test.

Minor discrepancies noted in sampling and test of this item received shall be corrected within a maximum of 30 days of written notice of the discrepancies or as stated in the notice. Major discrepancies that, in the opinion of the CITY OF BROWNSVILLE, will substantially delay receipt and acceptance of the item will be cause for cancellation of the purchase order. Discrepancies found in partial shipments shall be corrected prior to the delivery of subsequent shipments.

The traffic signal controllers and cabinets shall be identical to the approved pre-shipment sample. Any deviations from the approved sample shall be submitted for evaluation and approval before any shipment is accepted for payment.

Deviations from the approved sample after shipment of any parts of the order shall be cause for rejection and non-payment of the remainder of the order. Excessive delays or noncompliance by the vendor at any point in the approval process may be cause for cancellation and non- payment.

Date of acceptance will be the date that the CITY OF BROWNSVILLE Traffic Engineer approves the controller cabinet assembly.

The CITY OF BROWNSVILLE Traffic Engineer shall be provided closed loop software to monitor controller operations during testing.

4.11. **Warranty**

The start date of the manufacturer's standard warranty will begin when the stand-alone test plan has been approved. Any equipment with less than 95% of its warranty remaining at the beginning of the stand-alone test will not be accepted by the Department. Guarantee that equipment furnished and installed for this project performs according to the manufacturer's published specifications. Warrant the equipment against defects or failure in design, materials, and workmanship for at least 5 yr. or in conformance with the manufacturer's standard warranty if warranty period is greater. Assign, to the Department, manufacturer's normal warranties or guarantees on electronic, electrical, and mechanical equipment; materials; technical data; and products furnished for and installed on the project. Repair or replace, at the manufacturer's option, defective equipment during the warranty period at no cost to the Department.

Repair or replace equipment at the Contractor's expense before beginning testing in the event of a malfunction or failure. Furnish replacement parts for equipment within 30 days of notification of failure by the Department.

Cabinet. The cabinet assembly, including all contents, shall be fully warranted for parts and labor for a minimum of 5 years from the date of acceptance.

Software/Firmware. Software/Firmware updates shall be included as part of the warranty.

Battery Backup System. The BBS System shall include a five-year warranty on parts and labor on the entire BBS System, including batteries, to the Agency when utilizing the BBS Manufacturers own designed enclosure, meeting the above cabinet specifications. Should the agency decide not to use the enclosure

provided by the BBS Manufacturer, the manufacturer must provide a three-year warranty on parts and labor on the BBS Inverter Module only.

Batteries. The BBS Manufacturer must provide a 5 year unconditional full replacement warranty for every battery sold to the Agency with the BBS under this specification. Under the warranty time period, the battery must provide a minimum of 70% of its original capacity; otherwise it will be considered to be non-compliant to the warranty and replaced at no cost to the Agency or DOT by the BBS manufacturer.

4.12. **Vendor Support**

Technical Support. The BBS manufacturer shall provide a toll-free technical support phone number. The toll-free phone number shall be included in the BBS manual.

Documentation. Equipment manuals must be provided for each BBS cabinet. Equipment manuals shall include installation, operation, programming, maintenance and troubleshooting.

4.13. **Quality Assurance**

Design and Production. Each BBS shall be manufactured in accordance with a written manufacturer's Quality Assurance program. The QA program shall include, as a minimum, specific design and production QA procedures.

ISO Certified. The BBS Power Module manufacturer shall be ISO 9001or ISO 9002 certified.

Design Qualification Testing. The manufacturer shall be certified to carry out the CSA and UL standards testing on the BBS system.

5. MEASUREMENT

This Item will be measured by each unit furnished, installed, relocated, or removed as shown on the plans or as directed, excluding new conduit.

Measurement shall be made of each controller cabinet assembly with components required to make a complete assembly as specified in the solicitation.

6. PAYMENT

6.1. **Furnish and Install**. The work performed and materials furnished in conformance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "ITS Ground Mount Cabinet" of the type and configuration specified. This price is full compensation for furnishing, fabricating, and installing ITS ground-mounted cabinets as shown on the plans; for forming and setting the cabinet foundation; for furnishing and placing anchor bolts, nuts, and washers; for furnishing and placing electrical conduit in the foundation; for appropriately grounding the cabinet; and for equipment, materials, labor, tools, and incidentals necessary to provide an ITS ground-mounted cabinet, complete in place, and ready for the installation of ITS equipment.

New conduit will be paid for under Item 618 or Item 619, "Intelligent Transportation System (ITS) Multi-Duct Conduit."

6.2. **Install Only**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "ITS Ground Mount Cabinet (Install Only)" of the type and configuration specified. This price is full compensation for installing ITS ground-mounted cabinets furnished by the Department as shown on the plans; for forming and setting the

cabinet foundation; for furnishing and placing anchor bolts, nuts, and washers; for furnishing and placing electrical conduit in the foundation; for appropriately grounding the cabinet; and for equipment, materials, labor, tools, and incidentals necessary to install an ITS ground-mounted cabinet, complete in place, and ready for the installation of ITS equipment.

New conduit will be paid for under Item 618 or Item 619.

6.3. **Relocate**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "ITS Ground Mount Cabinet (Relocate)" of the type and configuration specified. This price is full compensation for removing existing ground-mounted cabinets as shown on the plans; for removing existing foundations; for backfilling and surface placement; for hauling and installing ITS ground-mounted cabinets; for furnishing and placing anchor bolts, nuts, and washers; for appropriately grounding the cabinet; and for equipment, materials, labor, tools, and incidentals necessary to relocate an existing ITS ground-mounted cabinet, complete in place, and ready for the installation of ITS equipment.

New conduit will be paid for under Item 618 or Item 619.

6.4. **Remove**. The work performed and materials furnished in accordance with this Item and measured as provided for "Measurement" will be paid for at the unit price bid for "ITS Ground Mount Cabinet (Remove)" of the type and configuration specified. This price is full compensation for removing existing ITS ground-mounted cabinets as shown on the plans; for removing existing foundations; for backfilling and surface placement; for loading and hauling; and for equipment, materials, labor, tools, and incidentals necessary to complete the removal of existing ITS ground-mounted cabinets.

City of Brownsville – Specification 6008-0001 and 6008-0002

6008-0001 RVDS (Presence Detection Only)

6008-0002 RVDS (Advance Detection Only)

1. DESCRIPTION

Furnish and install, radar vehicle detection systems (RVDS) of the specified devices at signalized intersections to provide the required zones of detection as shown on the plans, or as directed.

2. MATERIALS

2.1. **General**. Except as allowed for relocation of RVDS equipment, ensure all equipment and component parts are new in accordance with TxDOT Division Specification TO-8000, "Radar Vehicle Detection System," Section 1.0–Section 6.0, and in an operable condition at time of delivery and installation.

The TxDOT Traffic Safety Division, Traffic Management Section, (TRF-TM) updates TxDOT Material producer list (MPL) of all RVDSs conforming to this Specification. New materials appearing on the MPL require no further sampling and testing before use unless deemed necessary by the Engineer or TRF-TM. Provide prequalified RVDSs from the TxDOT MPL.

Ensure all RVDSs serving the same detection purpose within the project are from the same manufacturer. RVDS devices are classified by their functional requirements. The functional requirements are for radar presence detection devices (RPDDs) and radar advance detection devices (RADDs). The RVDS system classifications are RVDS (RPDD Only), RVDS (RADD Only), and RVDS (RPDD and RADD).

Provide each RVDS sensor with a mounting bracket designed to mount directly to a pole, mast arm, or other structure. Ensure bracket is designed such that the sensor can be tilted vertically and horizontally for alignment and then locked into place after proper alignment is achieved. All hardware must be designed to support the load of the RVDS sensor and mounting bracket.

2.2. **Configuration**. Ensure the RVDS provides vehicle detection as required on the plans, or as directed.

Ensure the RVDS does not require tuning or recalibration to maintain performance once initial calibration and configuration are complete. RVDS must not require cleaning or adjustment to maintain performance.

RVDS must self-recover from power failure once power is restored.

2.3. **Cabling**. Provide appropriate length of all cables necessary to make the RVDS fully operational at each installation site.

2.4. **Software**. Ensure the RVDS manufacturer includes all software required to configure and monitor operation of RVDS field equipment locally and remotely. RVDS software must be a stable production release.

Software must allow the user to configure, operate, exercise, diagnose, and read status of all RVDS features and functions using a laptop computer.

Software must include the ability to save a local copy of RVDS field device configurations and load saved configurations to RVDS field devices.

Ensure all licenses required for operation and use of software are included at no additional cost.

Software updates must be provided at no additional cost during the warranty period.

2.5. **Electrical**. All conductors supplying the equipment must meet NEC requirements.

Ensure equipment is designed to protect personnel from exposure to high voltage during installation, operation, and maintenance.

2.6. **Mechanical**. Ensure that all parts are fabricated from corrosion-resistant materials, such as plastic, stainless steel, aluminum, or brass.

Ensure that all screws, nuts, and locking washers are corrosion-resistant. Do not use self-tapping screws.

Ensure equipment is clearly and permanently marked with manufacturer name or trademark, part number, date of manufacture, and serial number.

Ensure RVDS is modular in design for ease of field replacement and maintenance. Provide a sensor that will minimize weight and wind loading when mounted on a traffic signal pole or mast arm.

All printed circuit boards must have conformal coating.

2.7. **Environmental**. RVDS sensor must be able to withstand the maximum wind load based on the Department's basic wind velocity zone map standard without any damage or loosening from structure.

The RVDS enclosure must conform to criteria set forth in NEMA 250 for Type 4X enclosures.

The RVDS must meet all NEMA TS2 environmental requirements for temperature, humidity, transients, vibration, and shock.

2.8. **Connectors and Harnesses**. Ensure all conductors are properly color-coded and identified.

Ensure cable connector design prohibits improper connections. Cable connector pins are plated to improve conductivity and resist corrosion.

Connections for data and power must be made to the RVDS sensor using waterproof, quick-disconnect connectors. Pigtails from the sensor to a waterproof junction box (NEMA 4) or an approved waterproof connector must be allowed for splicing. The pigtails must not be shorter than 3 ft. unless otherwise shown on the plans.

3. CONSTRUCTION

3.1. **System Installation**. Install RVDS system devices according to the manufacturer's recommendations to provide properly functioning detection as required. This must include the installation of sensors on signal poles or mast arms, controller interface modules, power and surge protection panels, cabling and all associated equipment, software, serial and Ethernet communication ports, and connectors and hardware required to set up and operate. Ensure that the supplier of the RVDS provides competent onsite support representative during installation to supervise installation and testing of the RVDS. Ensure the radar sensor locations are optimal for system operation and operate as required. Maintain safe construction practices during equipment installation.

Ensure installation and configuration of software on Department computers are included with the RVDS.

Take care to prevent damage to any support structures. Any equipment or structure damaged or lost must be replaced by the Contractor (with items approved) at no cost to the Department.

3.2. **Mechanical Components**. Ensure that all fasteners, including bolts, nuts, and washers with a diameter less than 5/8 in. are Type 316 or Type 304 stainless steel and meet ASTM F593 and ASTM F594 for corrosion resistance. Ensure that all bolts and nuts 5/8 in. and more in diameter are galvanized and meet ASTM A307. Separate dissimilar metals with an inert dielectric material.

3.3. **Wiring**. Install all wiring and electrical work supplying power to the equipment in a neat, skillful manner. Supply and install all wiring necessary to interconnect RVDS sensors to the traffic signal cabinet to complete the work. Furnish and install any additional required wiring at no additional cost to the Department.

Wiring must be cut to proper length before installation. Provide cable slack for ease of removal and replacement. All cable slack must be neatly laced with lacing or straps in the bottom of the cabinet. Ensure cables are secured with clamps.

3.4. **Grounding**. Ensure all RVDS components, cabinets, and supports are grounded in accordance with the NEC and manufacturer recommendations.

3.5. **Documentation**. Provide electronic copies of operation and maintenance manuals, along with a copy of all product documentation on electronic media. Include the following documentation.

- Complete and accurate schematic diagrams
- Complete installation procedures
- Manufacturer's specifications (functional, electrical, mechanical, and environmental)
- Complete maintenance and troubleshooting procedures
- Explanation of product operation
- Warranty as specified in Section 3.8., "Warranty"

The RVDS must pass testing to ensure functionality and reliability before delivery. This includes functional tests for internal subassemblies, a 24-hr. minimum unit level burn-in test, and a unit functionality test. Provide test results and supporting documentation, including serial number tested, for each RVDS. If requested, manufacturing data per serial number must be provided for each RVDS.

Unless deemed unnecessary by the Engineer or TRF-TM, provide certification from an independent laboratory demonstrating compliance with NEMA TS2 environmental requirements for temperature, humidity, transients, vibration, and shock.

Unless deemed unnecessary by the Engineer or TRF-TM, provide third-party enclosure test results demonstrating the sensor enclosure meets Type 4X criteria.

Unless deemed unnecessary by the Engineer or TRF-TM, provide evidence of RVDS manufacturer's quality assurance program, including proof of RVDS manufacturer ISO 9001 certification or other quality management system programs for manufacturing RVDS.

3.6. **Warranty**. Ensure that the detection system has a manufacturer's warranty covering defects for at least 5 yr. from the date of final acceptance. In addition to the terms required by TO-8000, Article 8, ensure the warranty includes providing replacements, within 10 calendar days of notification, for defective parts and equipment during the warranty period at no cost to the Department.

3.7. **Training and Support**. Provide manufacturer-approved end user training to the Department and their representatives. Training must include instruction in system configuration, operation, and maintenance. Provide training for at least 10 Department-designated representatives up to 8 hr., including class and field training.

Ensure that the detection system manufacturer will provide product support for at least 5 yr. from the date of final acceptance.

4. TESTING

Perform the following tests on equipment and systems unless otherwise shown on the plans. The Department may witness all the tests.

4.1. **Stand-Alone Test**. Conduct a stand-alone test for each unit after installation. The test must exercise all stand-alone (non-network) functional operations and verify that RVDS is placing detector contact closure to assigned detector channels in the traffic signal controller assembly. Notify the Engineer 5 working days before conducting this test.

4.2. **Consequences of Test Failure**. If a unit fails a test, provide a new unit, and then repeat the test until successfully completed.

4.3. **Final Acceptance Test**. Conduct a final acceptance test on the complete functional system. Demonstrate all control, monitoring, and communication requirements and operate the system for 30 days. The Engineer will furnish a letter of approval stating the first day of the final acceptance test.

4.4. **Consequences of Final Acceptance Test Failure**. If a defect within the system is detected during the final acceptance test, document and correct the source of failure. Once corrective measures are taken, monitor the point of failure until a consecutive 30-day period free of defects is achieved.

reinstallation, reinstall or replace the unit and repeat the test until the unit passes successfully, at no additional cost to the Department or extension of the Contract period.

5. MEASUREMENT

New RVDSs furnished and installed by the Contractor will be measured by each approach to the signalized intersection.

6. PAYMENT

6.1. **Furnish and Install**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit bid price for "RVDS (Presence Detection Only)," "RVDS (Advance Detection Only),"

This price is full compensation for furnishing, installing, configuring, integrating, and testing the completed installation, including RVDS equipment, voltage converters or injectors, cables, connectors, associated equipment, and mounting hardware. This price also fully compensates for all labor, tools, equipment, any required equipment modifications for electrical service, documentation, testing, training, software, warranty, and incidentals necessary to complete the work.

6.2. **Communication Cable**. All communication cables necessary to make the RVDS fully operational will be subsidiary to this Item.

City of Brownsville -Specification 6061-001
Global Positioning System (GPS) Communication Unit

1. DESCRIPTION

Furnish, install, and make fully operational a GPS Communication Unit (GPSCU) at designated locations as shown on the plans and as detailed in accordance with this specification. Use the same manufacturer and model for each GPSCU. The GPSCU provides a reliable and independent GPS time reference for every traffic signal controller application.

2. MATERIALS

Provide only equipment that is new, corrosion resistant, and in strict accordance with the details shown on the plans, in this specification, and the pertinent requirements of the following items:

- Item 680, "Installation of Highway Traffic Signals"
- Item 681, "Temporary Traffic Signals"

Provide a GPSCU that is fully compatible with a Type 1 or Type 2 NEMA (National Electrical Manufacturers Association) traffic signal controller.

2.1. **GPS Communication Module.** Provide a GPS Communication Module (GPSCM) that has the following traffic signal controller interface features:

- Microwave clock update application included (operates with any traffic signal
- controller)
- Tracking LED that indicates GPS satellite acquisition status
- -34ºC to +74ºC operating temperature range
- A power consumption of 125mA at 12V
- LED power status indicator
- Complies with Part 15 of FCC rules
- Mounted inside of the traffic signal controller cabinet
- RS 232 communication to the NEMA signal controller

2.2. **GPS Antenna.** Provide a GPS Antenna that has the following features:

- 28dB gain
- 3m cable
- SMA Male
- Compliant with National Marine Electronics Association (NMEA) 0183 devices
- Water and dust resistant
- Mounted externally on the traffic signal controller cabinet

3. OPERATION

Once the GPSCM acquires satellite communication (as shown by LED indicator), ensure the GPSCU then operates as follows:

- It uses the operating software of the traffic signal controller interface with the GPSCU to sync the date and time of the traffic signal controller once per minute.

4. CONSTRUCTION

Provide equipment that utilizes the latest available techniques for design and construction with a minimum number of parts, subassemblies, circuits, cards, and modules to maximize standardization and commonality.

Design the equipment for ease of maintenance. Provide component parts that are readily accessible for inspection and maintenance. Provide test points that are for checking essential voltages and waveforms.

4.1. **Electronic Components.** Provide this item in accordance with Special Specification "Electronic Components."

4.2. **Mechanical Components.** Provide external screws, nuts, and locking washers that are stainless steel; no self-tapping screws will be allowed. Provide parts made of corrosion resistant material, such as plastic, stainless steel, anodized aluminum, or brass. Protect materials from fungus growth and moisture deterioration. Separate dissimilar metals by an inert dielectric material.

4.3. **Documentation Requirements.** Provide one copy of the manufacturer's operation manual at each installation location.

4.4. **Testing.** The Department reserves the right to test the GPSCU to ensure quality assurance before installations and random sampling of units being provided to the Department. The Department's testing procedures will include the following:

- The GPSCU will meet the criteria of the specification.
- The GPSCU demonstrates the operations described in Section 3 of this specification.
- The GPSCU and its components will be tested in an environmental chamber (temperature ranges from -34 °C to +74 °C).

4.5. **Technical Assistance.** Ensure that a manufacturer's technical representative is available on site to assist the technical personnel at each installation site and with GPS equipment installation and communication system configuration.

Do not execute the initial powering up of the GPS equipment without the permission of the manufacturer's representative.

4.6. **Warranty.** Guarantee equipment furnished and installed to perform according to the manufacturer's published specifications prior to the acceptance of the system by the Department. Warrant equipment against defects or failure in design, materials, and workmanship in accordance with the manufacturer's standard warranty for a minimum of 5 years.

5. SUBMITTALS

Submit manufacturers' cut sheets / specifications and software for the equipment proposed under these specifications to the Department's Traffic Operations section for approval at the following e-mail address: HOU-TrfShpDrwgs@txdot.gov.

6. MEASUREMENT

This Item will be measured as each unit furnished, installed, made fully functional, and tested in accordance with these special specifications or as directed. A unit will include one GPSCU meeting the specifications, standards, and requirements contained herein, module, antenna, and antenna cabling back to the module, mounting hardware, manufacturer's operation manual, required testing results, manufacturer's technical specification, and the cost of the materials, training, warranty, equipment, and accessories necessary to the complete installation of the unit.

7. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "GPS Communication Unit." This price is full compensation for the equipment described under this Item with module, antenna, cables, and connectors; for documentation and testing, and for the cost of furnishing labor, materials, software, warranty, training, equipment, and incidentals.

Docusign Envelope ID: 44320862-C5B6-4545-A1D2-26F7555DA124

100% SUBMITTAL

CONT	SECT	JOB	HIGHWAY
0921	06	371	VARIOUS
DIST	COUNTY		SHEET NO.
PHR	CAMERON		1

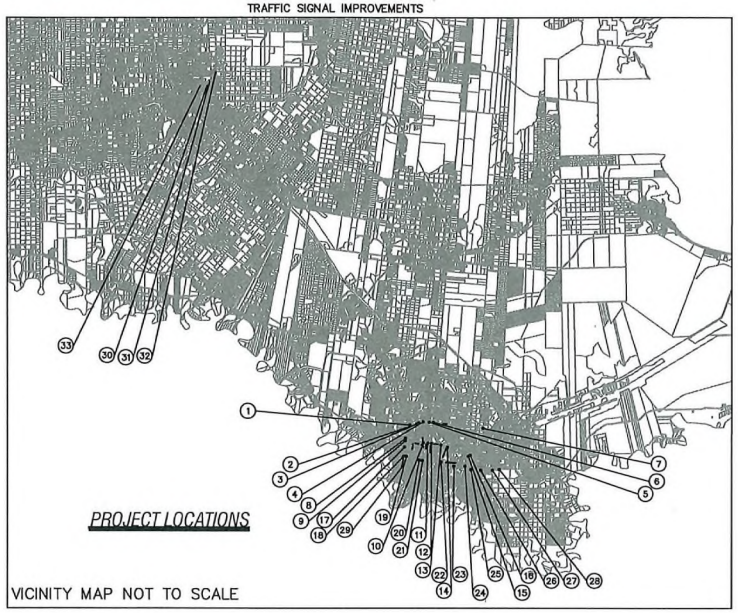
STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

PLANS OF SIGNAL IMPROVEMENTS – CAMERON

F 2026(796)
0921–06–371

CAMERON COUNTY

FOR THE CONSTRUCTION OF
TRAFFIC SIGNAL IMPROVEMENTS



FINAL PLANS

DATE OF LETTING: _____

DATE WORK BEGAN: _____

DATE WORK COMPLETED: _____

DATE WORK ACCEPTED: _____

FINAL CONTRACT COST: $_____

CONTRACTOR: _____

LIST OF APPROVED FIELD CHANGES, CHANGE ORDERS & SUPPLEMENTAL AGREEMENTS:

THIS IS TO CERTIFY THAT ALL CONSTRUCTION SUBSTANTIAL WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION WAS COMPLETED UNLESS OTHERWISE NOTED.

CARLOS LASTRA, P.E.
CITY ENGINEER

DATE

TDLR INSPECTION NOT REQUIRED

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON SEPTEMBER 1, 2024 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS, SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS FOR ALL FEDERAL–AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, OCTOBER 23, 2023).

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ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
Alberto J. Aldana, April 20, 2026

CITY OF HARLINGEN

CONCURRENCE: DATE: 04-21-2026

LOCAL PUBLIC AGENCY

CITY OF BROWNSVILLE

SUBMITTED FOR LETTING: DATE: 4/21/26

LOCAL PUBLIC AGENCY

APPROVED FOR LETTING: DATE: 4/21/2026

DocuSigned by: Pedro R. Alvarez
EABA335C2DAA48C...

DISTRICT ENGINEER

RECOMMENDED FOR LETTING: DATE: 4/21/2026

Signed by: Gabriel Isaac Garcia
E75CB72436B0468...

SECTION ENGINEER

FILE: Z:\PROJECTS\2025\220342 Brownsville CRP Signals PS&E\CADD\TITLE SHEET.dwg
DATE: April 20, 2026

100% SUBMITTAL

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5 ESTIMATE & QUANTITY SHEET

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ALL STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.

04/20/2026
DATE

Albert J. Aldana
ALBERT J. ALDANA, P.E.

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER

CITY OF BROWNSVILLE

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
Weslaco, Texas 78596
(956) 272–1496
Texas Registered Engineering Firm F–9769
aaldana@aetdengineers.com

BROWNSVILLE CRP SIGNALS PS&E

INDEX OF SHEETS

SCALE: 1"=30'	DRAWN BY: AETD	CHECKED BY: AETD	PROJECT NO.: 220342	SHEET NO.: 2

DATE:4/20/2026 1:23 AM
FILE:Z:\PROJECTS\2025\220342 Brownsville CRP Signals PS&E\CADD\2-INDEX OF SHEETS.dwg

Project Number:

County: Cameron **Control:** 0921-06-371

Highway: Various

2024 SPECS GENERAL NOTES:

****

General Requirements and Covenants to ITEMS 1 thru 9:

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

Provide on a weekly basis with a list of equipment, including idle equipment, utilized on the project that week.

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

ITEM 2: Instructions to Bidders

Contractor questions on this project are to be addressed to the following individual(s):

City of Brownsville Locations:

Carlos Lastra, P.E., City Engineer;	carlos.lastra@brownsvilletx.gov	(956) 547-6571
Lucio Gutiérrez MPA, CSHO Traffic Manager	lucio.gutierrez@brownsvilletx.gov	(956) 538-3678

City of Harlingen Locations:

Roberto Hernandez, P.E., City Engineer	rhernandez@harlingentx.gov	(956) 216-5284

Contractor questions will be accepted through email, phone, and in person by the above individuals. Questions may also be submitted via the Letting Pre-Bid Q&A web page. This webpage can be accessed from the Notice to Contractors dashboard located at the following Address:

https://tableau.txdot.gov/views/ProjectInformationDashboard/NoticetoContractors

All contractor questions will be reviewed by the Engineer. All questions and any corresponding responses that are generated will be posted through the same Letting Pre-Bid Q&A web page.

The Letting Pre-Bid Q&A web page for each project can be accessed by using the dashboard to navigate to the project you are interested in by scrolling or filtering the dashboard using the controls on the left. Hover over the blue hyperlink for the project you want to view the Q&A for and click on the link in the window that pops up.

Information found on TxDOT's FTP server will be considered for informational purposes only. Index of /pub/txdot-info/Pre-Letting Responses/Pharr District/21-Pharr District (Construction) (state.tx.us)

Project Number:

County: Cameron **Control:** 0921-06-371

Highway: Various

ITEM 8: Prosecution and Progress

Prepare progress schedules as a Bar Chart. Working days will be computed and charged in accordance with Article 8.3.1.4 Standard Workweek. A 120-day delay is included for Contractor Convenience.

The Contractor shall begin work as per the contract within 120 days and shall continuously prosecute the work thereafter. The contractor shall complete the work within the time limit specified. The contractor shall notify the Engineer at least 24 hours before beginning work and any new operations to the detriment of work already begun. The prosecution of the work shall be conducted in such a manner as to impose minimum inconvenience to the traveling public.

ITEM 502: Barricades, Signs, and Traffic Handling

Shadow vehicles equipped with Truck-Mounted Attenuators are required for traffic handling. See notes for Item 505: Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA), for additional references pertaining to the TMAs.

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

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

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

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

Remove and dispose of all litter, debris, objectionable material, excess materials that accumulate at the base of all traffic control devices as directed by the Engineer.

For this project a field office will not be required at the project site.

ITEM 680: Highway Traffic Signals

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

1. Furnishing and installing 16-phase full traffic actuated controllers, base mounted cabinets, conflict monitors, load switches and loop amplifiers.
2. Furnishing and installing either steel mast arm poles, or steel strain poles and span wire and pedestal poles (as shown on plans), electrical service, luminaires, signal heads, signal cables, pedestrian heads and

pedestrian push buttons with signs that meet the "Americans with Disabilities Act" Standards, loop detectors, ground boxes, conduit runs and controller concrete foundations.
3. Removal and disposal of existing signal material specified in the plans.
4. All other Items not listed above which are needed to provide for complete traffic signal installations and for proper signal operation as called for in the plans and specifications shall be furnished and installed.

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

Signal controller

The signal installations shall be wired in accordance with the phase diagrams in the plans. The proposed base mounted cabinet shall contain 16-phase conflict monitor which displays the "R-Y-G" and "Walk" phases. In addition to detecting phasing conflicts, the conflict monitor shall also be able to detect multiple signal head indications within every phase. The conflict monitor shall continue to operate in the event of a power supply failure in the timer and shall be able to retain in memory the time and date of the failure detection. Time changes shall be programmable in the field without replacing components or use of external devices. The full-actuated controller shall meet N.E.M.A. Specifications.

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

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

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

Existing utilities

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

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

Uniformity in Equipment

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

Project Number:

County: Cameron **Control:** 0921-06-371

Highway: Various

Handling of Traffic

Roads and streets shall always be kept open to traffic. The setting of loop detectors shall be arranged so as to close only one lane of a roadway at a time. The installation of signal heads, poles and conduit shall also be arranged so as to permit the continuous movement of traffic in both directions at all times.
All construction operations shall be conducted to provide the least possible interference to traffic as shown on the plans, as provided for in the specifications and/or as directed. All signing, barricading, and handling of traffic shall conform to the current edition of the "Texas Manual on Uniform Traffic Control Devices".

Sequence of work

1. The existing traffic signal installations shall always remain in operation during the construction of the proposed traffic signal installations or modifications.
2. The complete removal of the specified existing traffic signals or specified Items will be required when the proposed traffic signal installations are in place and operational.
3. All labor, tools, and materials used to remove the specified existing traffic signal material shall not be paid for directly but be considered subsidiary to the various items of work.
4. Final inspection shall be conducted in conjunction with the district signal shop.

ITEM 6008: Radar Presence Detection System

Furnish and install radar presence detection devices (RPDD) as shown on the plans.
The RPDD must continuously detect stationary vehicles, including motorcycles. An RPDD detects vehicles by transmitting electromagnetic radar signals through the air. The signals bounce off vehicles in their paths and part of the signal is returned to the RPDD. The returned signals are then
processed to determine traffic parameters.

ITEM 6008: Communication Cable

Install radar communication cable as shown on plans. Leave 5 ft. coiled inside the nearest ground box or controller cabinet as applicable. Identify each cable as shown on the plans (i.e. RS1, etc.) with permanent marking labels at each ground box, pole base, and controller cabinet. Cable must be installed as a continuous home-run cable with no splices allowed between the radar unit and the controller cabinet unless approved by the Engineer.

100% SUBMITTAL

ESTIMATE SUMMARY

EST.	FINAL	EST.	FINAL	EST.	FINAL	EST.	FINAL	CAMERON COUNTY 0921-06-371 EST.	FINAL	ALT	ITEM-CODE ITEM NO	PAY CODE	SUP NO.	DESCRIPTION	UNIT	TOTAL EST.	FINAL
								1			500	7001		MOBILIZATION	LS	1.0	
								4			502	7001		BARRICADES SIGNS AND TRAFFIC HANDLING	MO	4.0	
								3,000			506	7039		TEMP SEDMT CONT FENCE (INSTALL)	LF	3000.0	
								3,000			506	7041		TEMP SEDMT CONT FENCE (REMOVE)	LF	3000.0	
								1,500			506	7044		BIODEG EROSN CONT LOGS (INSTL) (12")	LF	1500.0	
								1,500			506	7046		BIODEG EROSN CONT LOGS (REMOVE) (12")	LF	1500.0	
								17			680	7011		INSTALL HWY TRF SIG (UPGRADE)	EA	17.0	
								70			6008	0001		RVDS (PRESENCE AND ADVANCE DETECTION)	EA	70.0	
								11,055			6008	****		RADAR PRESENCE DETECTOR COMM CABLE	LF	11055.0	
								16			6061	0001		GPS COMMUNICATIONS UNIT	EA	16.0	

**** FOR CONTRACTORS INFORMATION ONLY. THIS ITEM IS SUBSIDIARY TO ITEM 6008.

ESTIMATE & QUANTITY SHEET

COUNTY	PROJECT NO.	SHEET NO.
CAMERON	0921-06-371	5

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

Revision: NO. | DESCRIPTION | DATE

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E

ESTIMATE AND QUANTITY SHEET

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Weslaco, Texas 78599
Off: (956) 272-1496
Texas Registered Engineering Firm F-9769
aaldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342
Sheet 5 Of 70

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FILE NAME: Z:\PROJECTS\2022\220342 BROWNSVILLE CRP SIGNALS PS&E\220342\16-39-PROPOSED IMPROVEMENTS.DWG PLOT DATE: April 20, 2026

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BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. 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).

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

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. Traffic control devices should be in place only while work is actually in progress or a definite need exists.

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

13. 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:

1. 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.

2. Except in emergency situations, flagger stations shall be illuminated when flagging is used at night.

COMPLIANT WORKZONE TRAFFIC CONTROL DEVICES

1. Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources.

2. Work zone traffic control devices shall be compliant with the Manual for Assessing safety Hardware (MASH).

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
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

Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

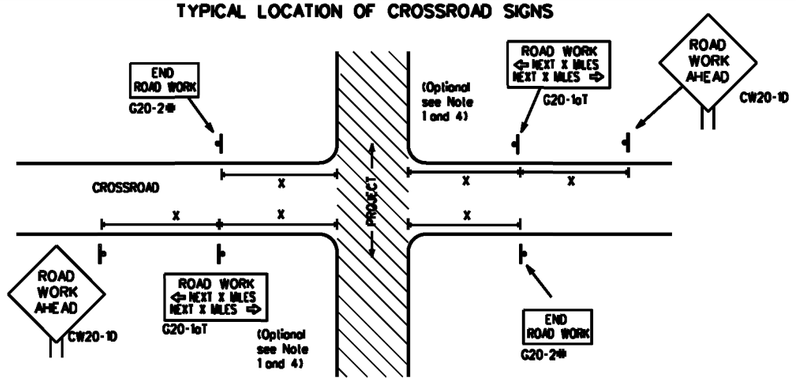
BC(1)-21

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REVISIONS	0921	06	371	VARIOUS
4-03 7-13	DIST	COUNTY		SHEET NO.
9-07 8-14				
5-10 5-21	PHR	CAMERON		6

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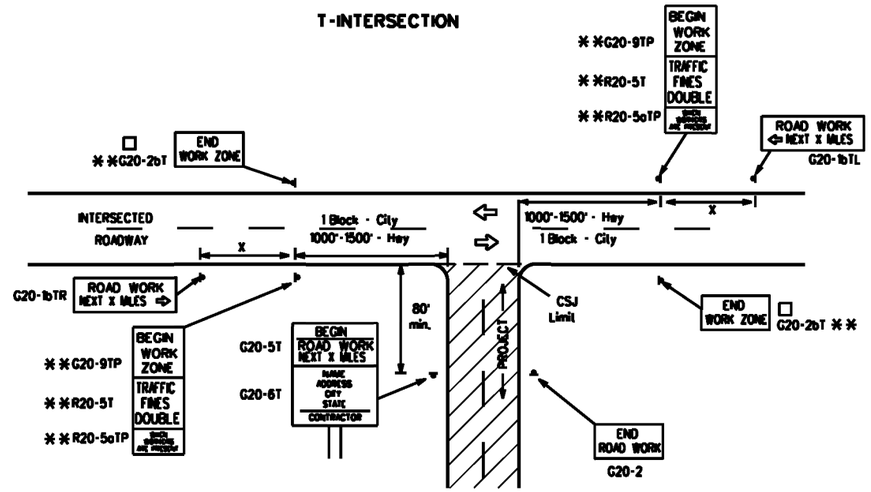
TYPICAL LOCATION OF CROSSROAD SIGNS



* May be mounted on back of "ROAD WORK AHEAD"(CW20-1D) sign with approval of Engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D)sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK"(G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs 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 TMUTCD 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 FLAGGER AHEAD, LOOSE GRAVEL, 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 X MILES"(G20-1aT)sign shall 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 higher 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 flagger 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"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING

1-5-6

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4] CW21 CW22 CW23 CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign * Spacing "X"
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500[2]
60	600[2]
65	700[2]
70	800[2]
75	900[2]
80	1000[2]
*	*[3]

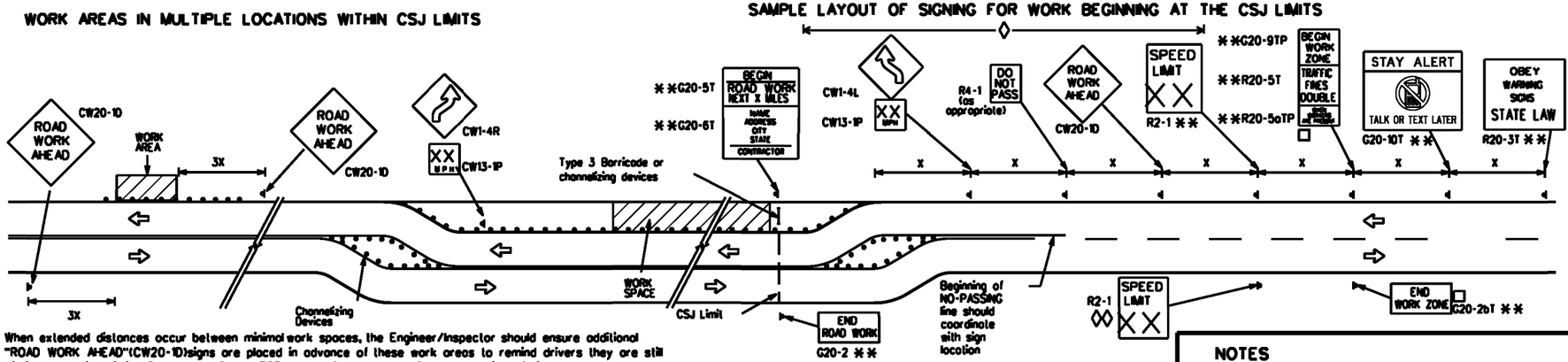
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

* Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

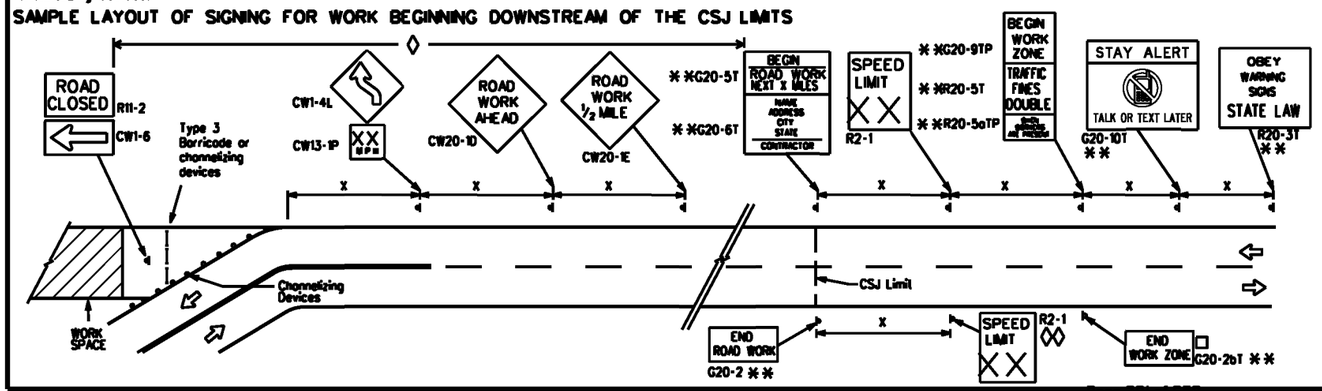
1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D)signs may be used on low volume crossroads at the discretion of the Engineer as per TMUTCD Part 5. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs 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"(CW20-1D)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

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



SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS

NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20-5T)sign 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"(G20-9TP) and "END WORK ZONE" (G20-2bT) 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 workers are present.

** CSJ limit signing is required for highway construction and maintenance work, with the exception of mobile operations.

◊ Area for placement of "ROAD WORK AHEAD" (CW20-1D)sign and other signs or devices as called for on the Traffic Control Plan.

◊◊ 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 TMUTCD for sign spacing requirements.

SHEET 2 OF 12

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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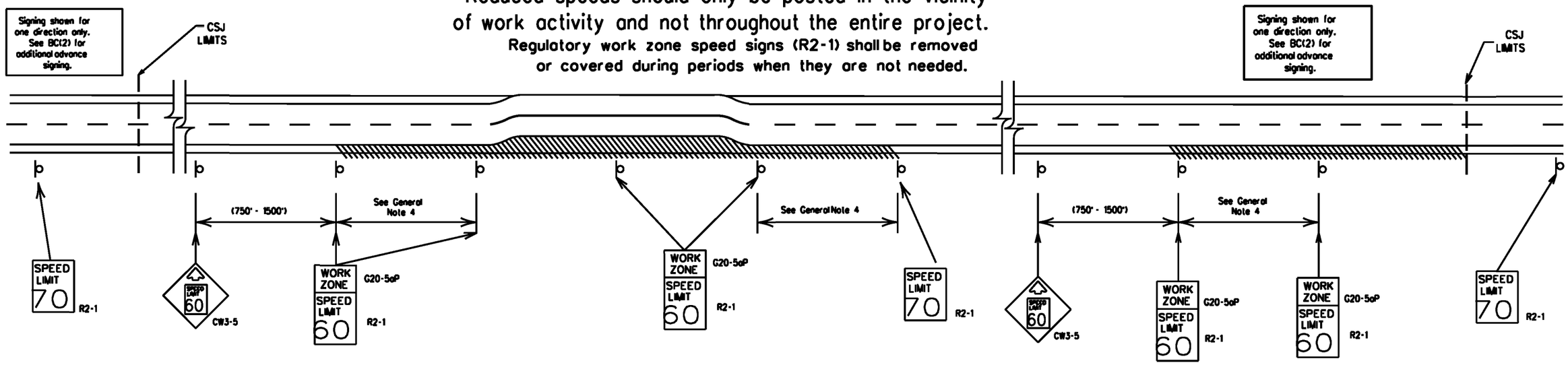
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TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

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

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

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

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

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

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

SHORT TERM WORK ZONE SPEED LIMITS

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

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (CW3-5) sign, "WORK ZONE" (G20-5aP) plaque and the "SPEED LIMIT" (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Low enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

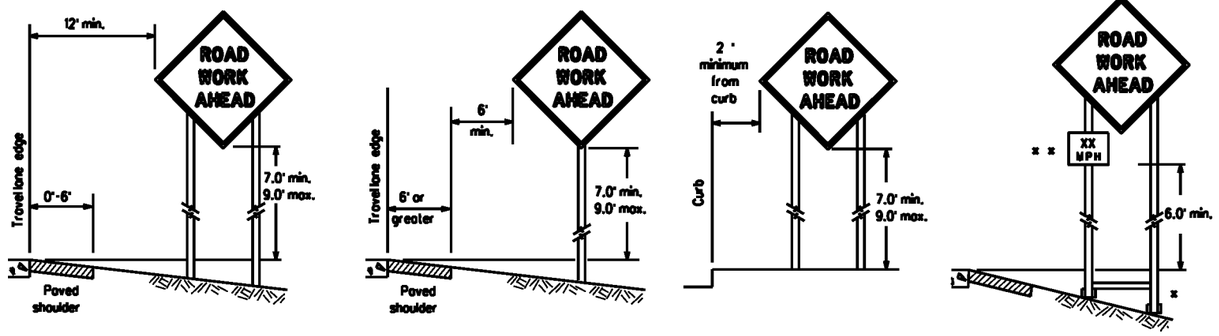
BC(3)-21

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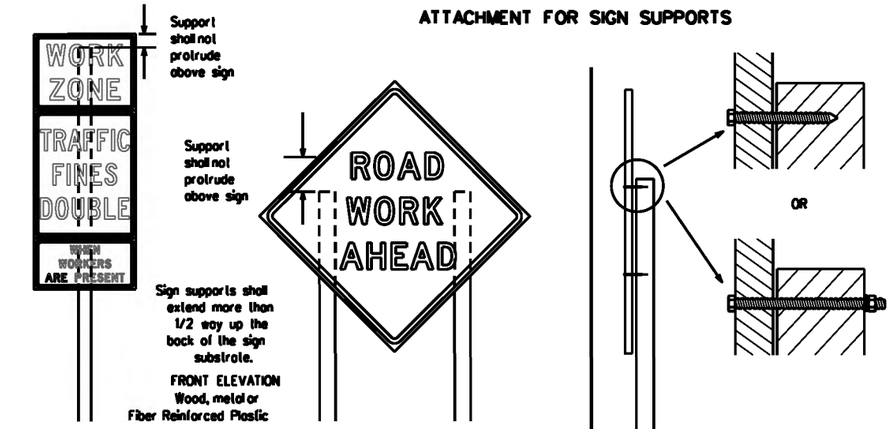
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



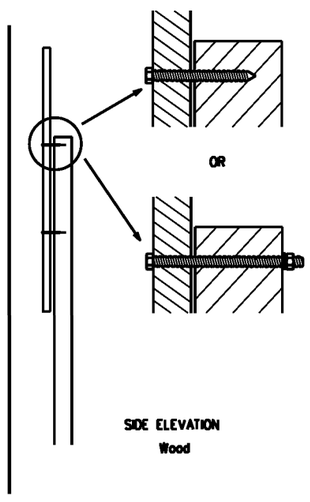
* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travellane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS



Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the splice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

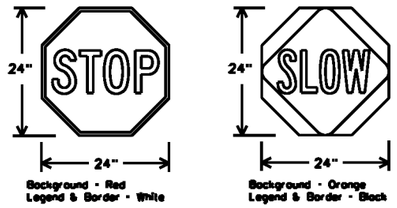


Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24".
2. STOP/SLOW paddles shall be retroreflectorized when used at night.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



Background - Red
Legend & Border - White

Background - Orange
Legend & Border - Black

SHEETING REQUIREMENTS (WHEN USED AT NIGHT)		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	RED	TYPE B OR C SHEETING
BACKGROUND	ORANGE	TYPE B_{FL} OR C_{FL} 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

1. 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, distances, services, points of interest, and other geographical, recreational, specific service (LOGO), 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.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition. For details for covering large guide signs see the TS-CD standard.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC standard sheets, TLRS standard sheets or the CWZTCD list. The signs shall meet the required mounting heights shown on the BC, or the SMD standard sheets during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her 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.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. 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.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted 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 TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD) for small roadside signs. Supports for temporary large roadside signs shall meet the requirements detailed on the Temporary Large Roadside Signs (TLRS) standard sheets. The Contractor shall install the sign support 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 procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings 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.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. 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 crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. 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 supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. 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

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. 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 CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the lightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat 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 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet 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.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees 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.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. 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.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. 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 red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

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Texas Department of Transportation | Traffic Safety Division Standard

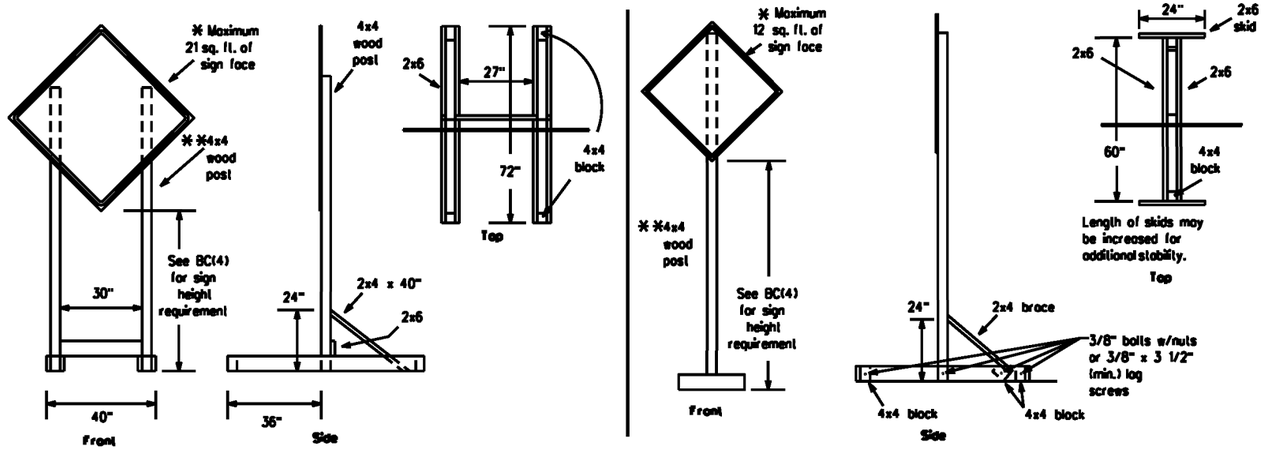
BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4)-21

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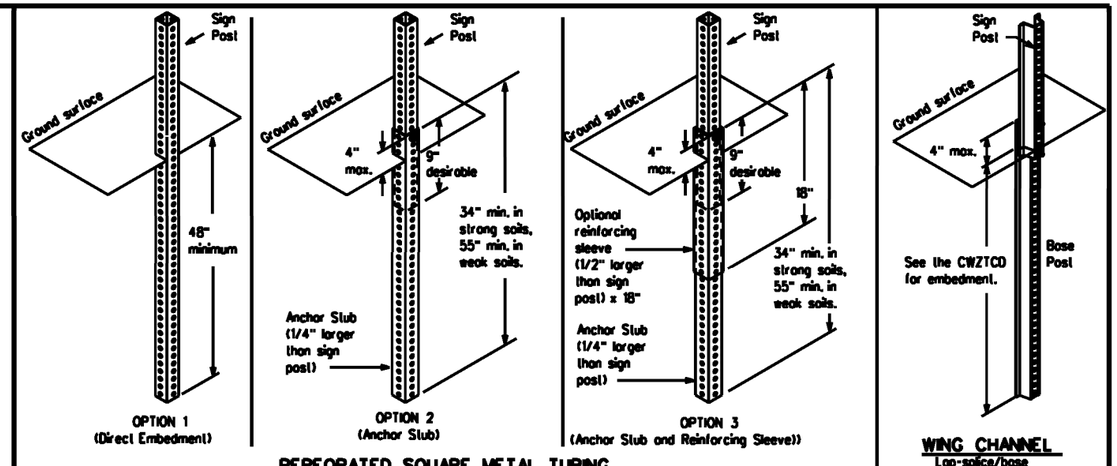
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SKID MOUNTED WOOD SIGN SUPPORTS

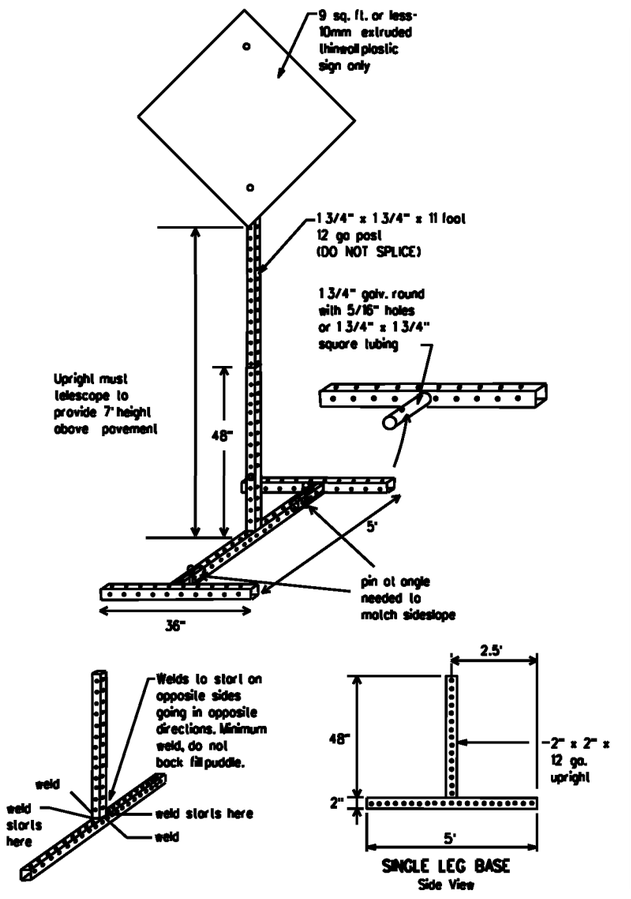
*** LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS**

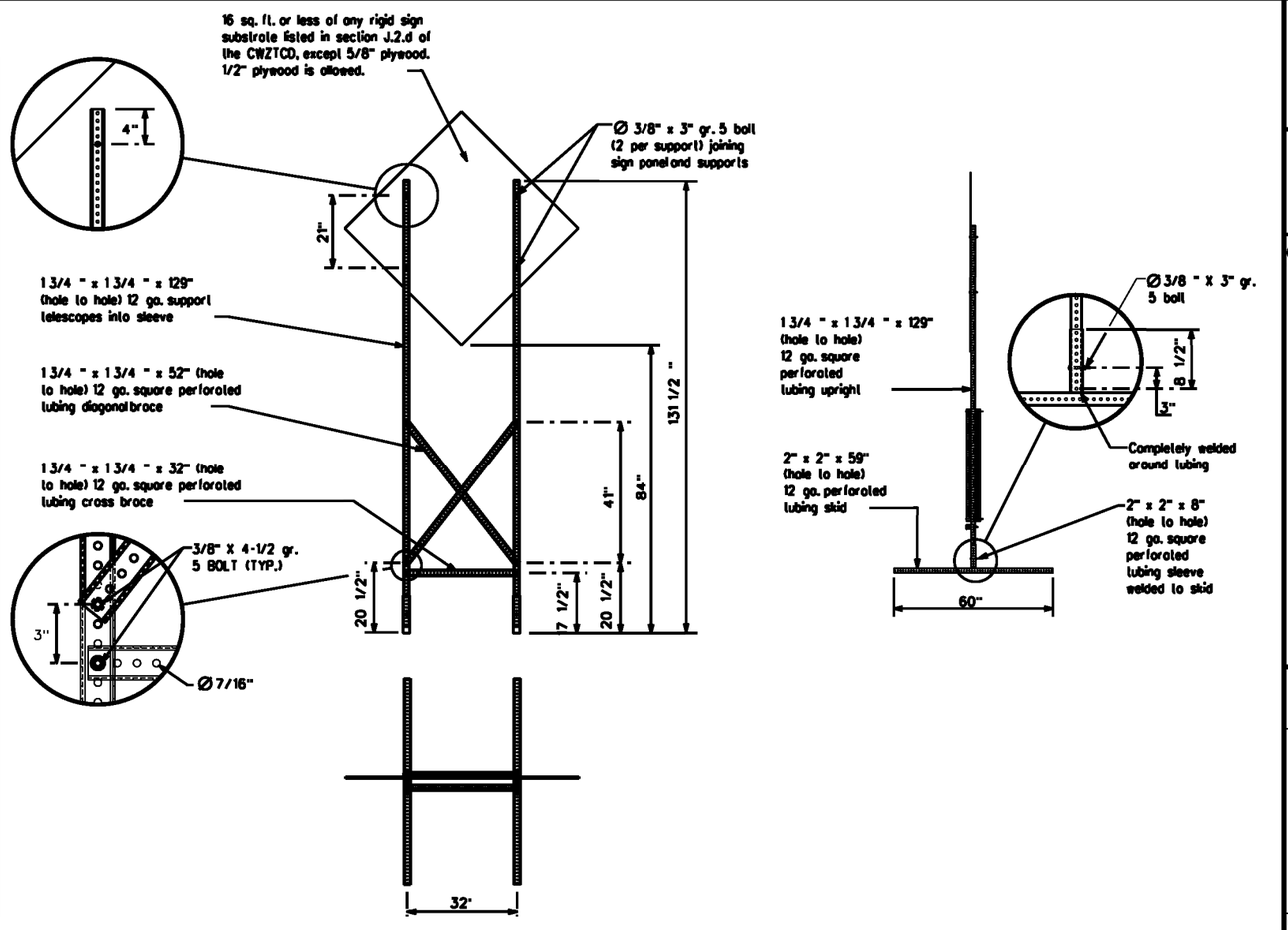


PERFORATED SQUARE METAL TUBING

GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.





SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

*** LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS**

WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails 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 CWZTCD 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 BC(4) for definition of "Work Duration."

** Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

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

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Texas Department of Transportation | Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-21

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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use, the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT

WORD OR PHRASE	ABBREVIATION
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation = IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

- FREEWAY CLOSED X MILE
- FRONTAGE ROAD CLOSED
- ROAD CLOSED AT SH XXX
- SHOULDER CLOSED XXX FT
- ROAD CLSD AT FM XXXX
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES CLOSED
- RIGHT X LANES OPEN
- CENTER LANE CLOSED
- DAYTIME LANE CLOSURES
- NIGHT LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- VARIOUS LANES CLOSED
- EXIT XXX CLOSED X MILE
- EXIT CLOSED
- RIGHT LN TO BE CLOSED
- MALL DRIVEWAY CLOSED
- X LANES CLOSED TUE - FRI
- XXXXXXXX BLVD CLOSED

Other Condition List

- ROADWORK XXX FT
- ROAD REPAIRS XXXX FT
- FLAGGER XXXX FT
- LANE NARROWS XXXX FT
- RIGHT LN NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- MERGING TRAFFIC XXXX FT
- CONST TRAFFIC XXX FT
- LOOSE GRAVEL XXXX FT
- UNEVEN LANES XXXX FT
- DETOUR X MILE
- ROUGH ROAD XXXX FT
- ROADWORK PAST SH XXXX
- ROADWORK NEXT FRI-SUN
- BUMP XXXX FT
- US XXX EXIT X MILES
- TRAFFIC SIGNAL XXXX FT
- LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

- MERGE RIGHT
- FORM X LINES RIGHT
- DETOUR NEXT X EXITS
- USE XXXXX RD EXIT
- USE EXIT XXX
- USE EXIT I-XX NORTH
- STAY ON US XXX SOUTH
- USE I-XX E TO I-XX N
- TRUCKS USE US XXX N
- WATCH FOR TRUCKS
- WATCH FOR TRUCKS
- EXPECT DELAYS
- EXPECT DELAYS
- PREPARE TO STOP
- REDUCE SPEED XXX FT
- END SHOULDER USE
- USE OTHER ROUTES
- WATCH FOR WORKERS
- STAY IN LANE *

Location List

- AT FM XXXX
- BEFORE RAILROAD CROSSING
- NEXT X MILES
- PAST US XXX EXIT
- XXXXXXX TO XXXXXXX
- US XXX TO FM XXXX

Warning List

- SPEED LIMIT XX MPH
- MAXIMUM SPEED XX MPH
- MINIMUM SPEED XX MPH
- ADVISORY SPEED XX MPH
- RIGHT LANE EXIT
- USE CAUTION
- DRIVE SAFELY
- DRIVE WITH CARE

** Advance Notice List

- TUE-FRI XX AM- X PM
- APR XX-XX X PM-X AM
- BEGINS MONDAY
- BEGINS MAY XX
- MAY X-X XX PM - XX AM
- NEXT FRI-SUN
- XX AM TO XX PM
- NEXT TUE AUG XX
- TONIGHT XX PM- XX AM

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol" (CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

Texas Department of Transportation — Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

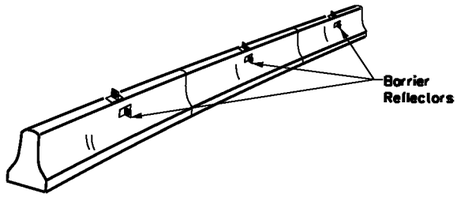
BC(6)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0921	06	371	VARIOUS
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13 5-21	PHR	CAMERON		11

100

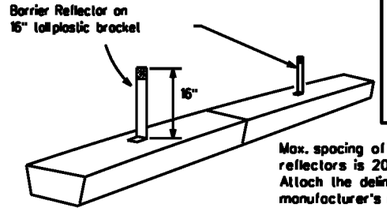
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1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.



CONCRETE TRAFFIC BARRIER (CTB)

3. 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 grapple without damaging 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.
4. 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 (Bi-Directional) while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.

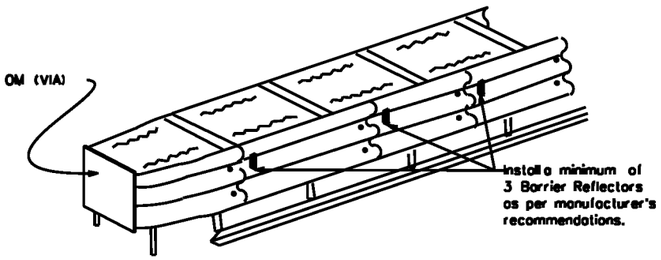


Max. spacing of barrier reflectors is 20 feet. Attach the delineators as per manufacturer's recommendations.

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 LPCB.

LOW PROFILE CONCRETE BARRIER (LPCB)

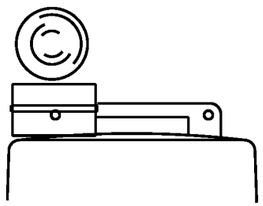


DELINEATION OF END TREATMENTS

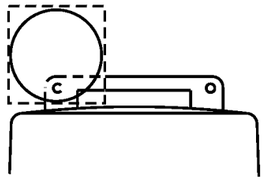
END TREATMENTS FOR CTB'S USED IN WORK ZONES

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 CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



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



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

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B or C Sheeting, meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. 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 ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. 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.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

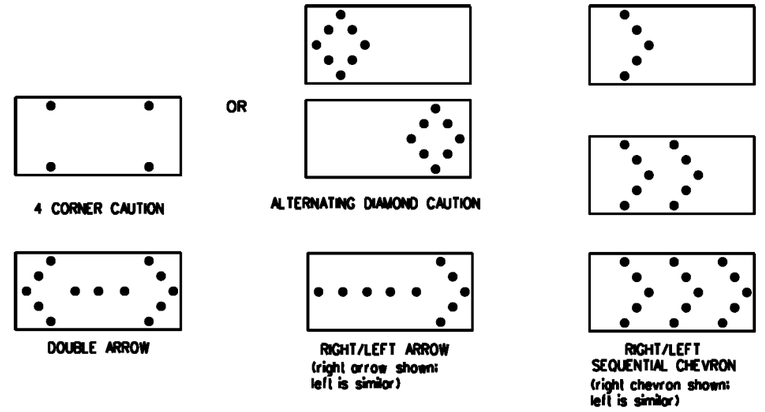
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing 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.
4. 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 changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. 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

1. 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.
2. 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 CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

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.

1. 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.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. 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.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

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

TRUCK-MOUNTED ATTENUATORS

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

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

BC(7)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS	0921	06	371	VARIOUS
9-07 8-14	DIST	COUNTY		SHEET NO.
7-13 5-21	PHR	CAMERON		12

101

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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections, one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

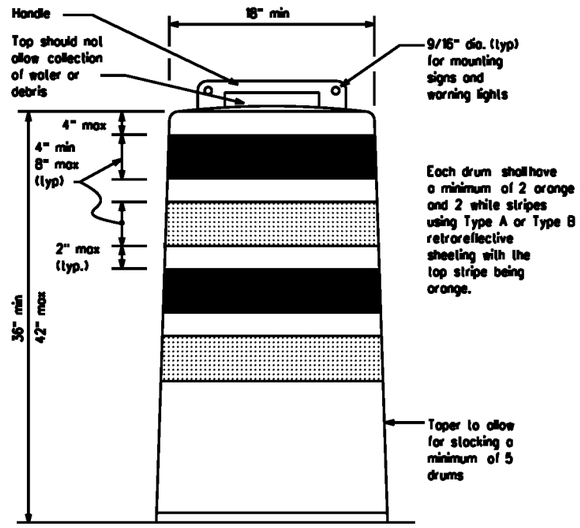
1. Plastic drums shall be a two-piece design: the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

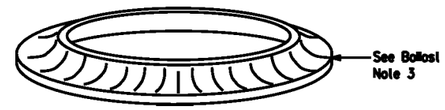
RETROREFLECTIVE SHEETING

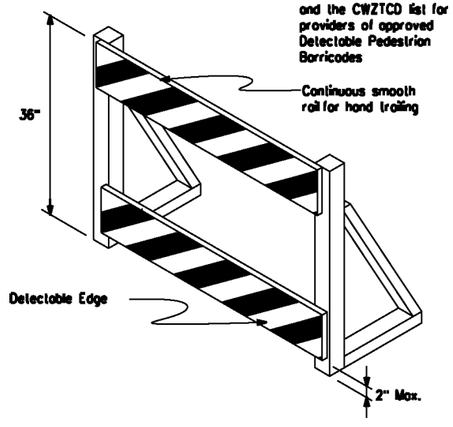
1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A or Type B reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.

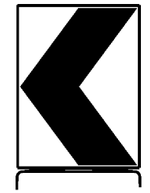




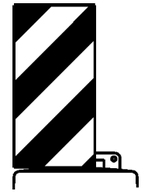


DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility. Refer to WZ(BTS-2) for Pedestrian Control requirements for Sidewalk Diversions, Sidewalk Detours and Crosswalk Closures.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a Detectable Pedestrian Barricade shall be placed across the full width of the closed sidewalk instead of a Type 3 Barricade.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades should use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24"
Vertical Panel
mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B or Type C Orange$_{FL}$ sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A or Type B. Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations, they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

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Texas Department of Transportation | Traffic Safety Division Standard

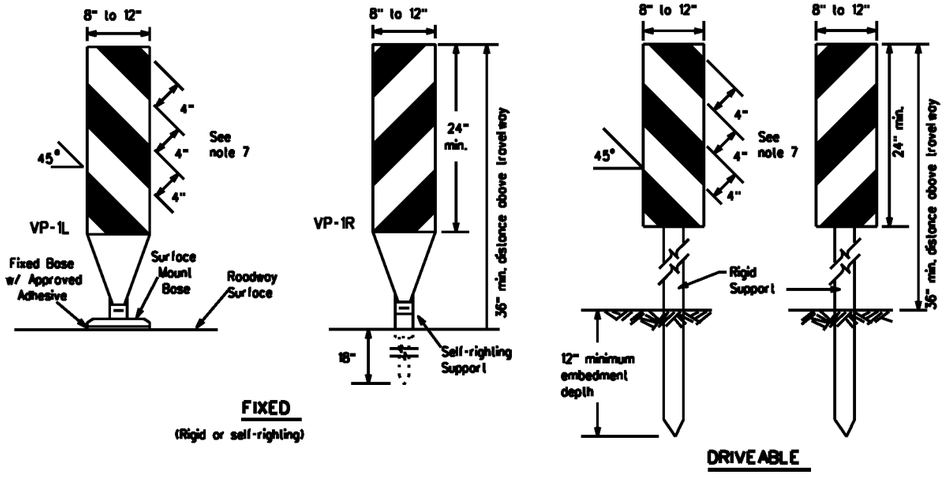
BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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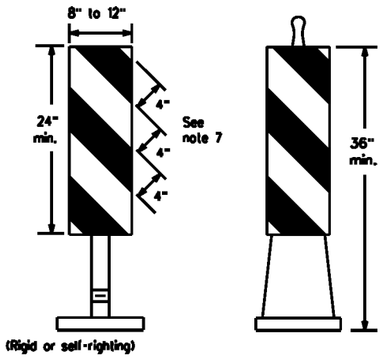
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FIXED

(Rigid or self-righting)

DRIVEABLE

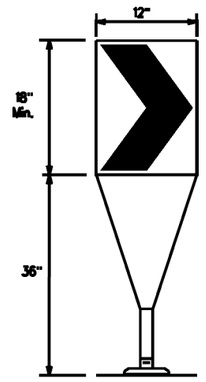


(Rigid or self-righting)

PORTABLE

1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual for additional requirements on the use VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A or Type B conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)



Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B or Type C conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways, self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.

LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10). Place reflective sheeting near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate Manual for Assessing Safety Hardware (MASH) crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

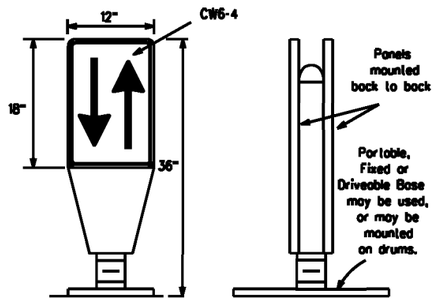
If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long cones and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

Posted Speed	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L = WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

** Taper lengths have been rounded off.
L = Length of Taper (FT.) W = Width of Offset (FT.)
S = Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS



1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B or Type C conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

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Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-21

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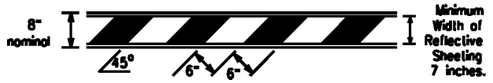
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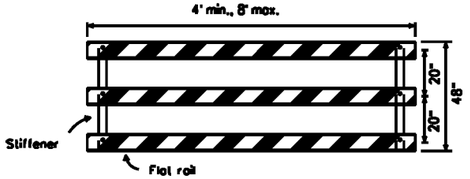
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road, striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A or Type B conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



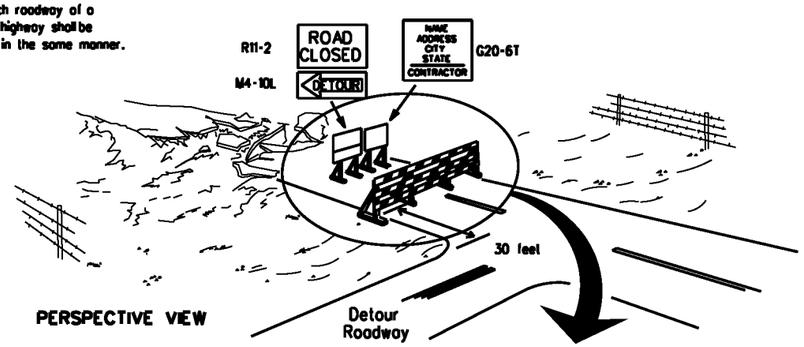
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

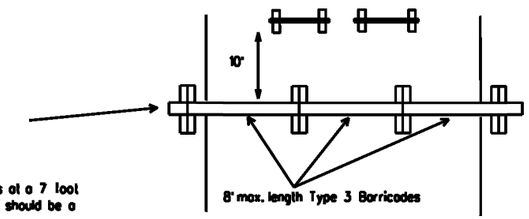
TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

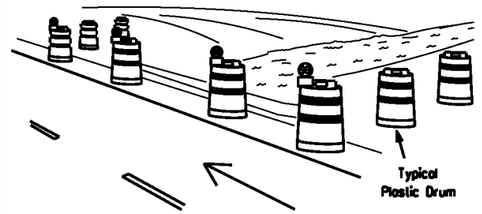
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

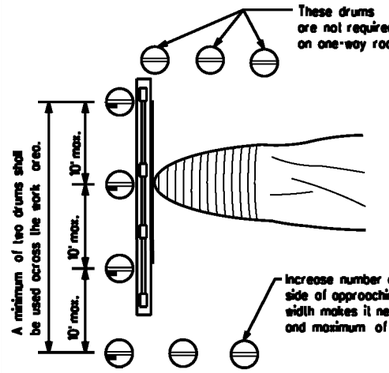
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.

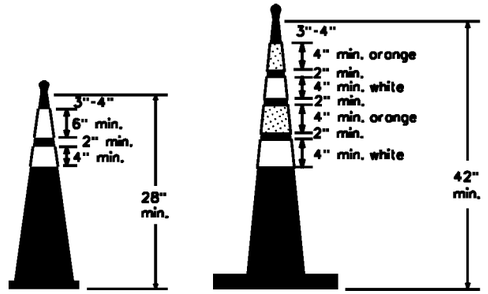


PLAN VIEW

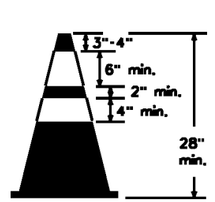
LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

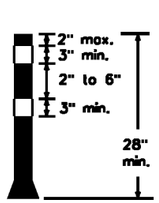
CONES



Two-Piece cones



One-Piece cones

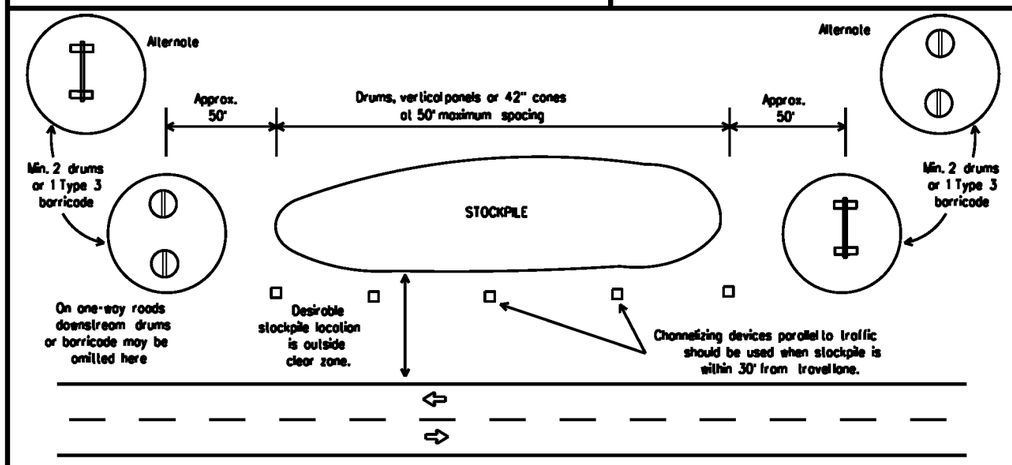


Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.

42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A or Type B.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

SHEET 10 OF 12

Texas Department of Transportation — Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-21

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WORK ZONE PAVEMENT MARKINGS

GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

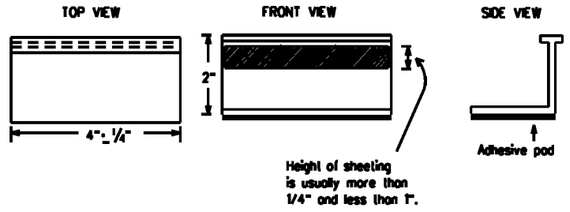
MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



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

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
   A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
   B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

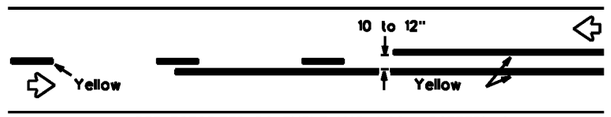
BC(11)-21

FILE: bc-21.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
REVISIONS	0921	06	371	VARIOUS
2-98 9-07 5-21	DIST	COUNTY		SHEET NO.
1-02 7-13	PHR	CAMERON		16
11-02 8-14				

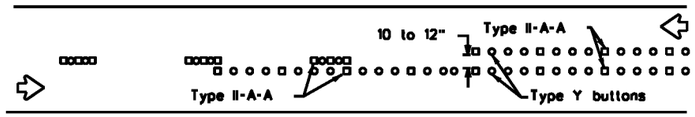
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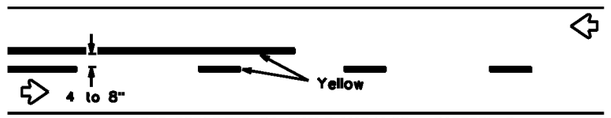
PAVEMENT MARKING PATTERNS



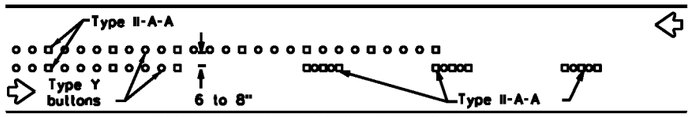
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A



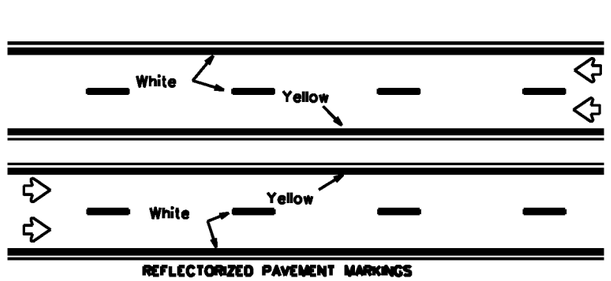
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



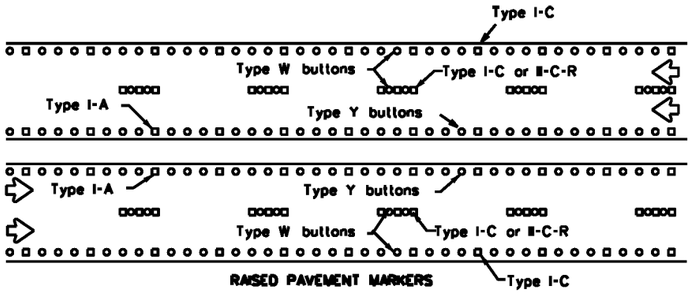
RAISED PAVEMENT MARKERS - PATTERN B

Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer.
Prefabricated markings may be substituted for reflectorized pavement markings.

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



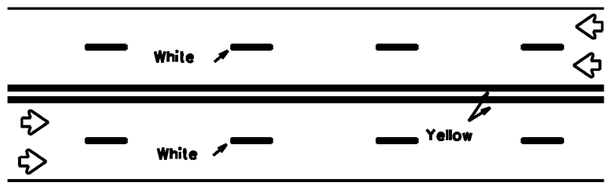
REFLECTORIZED PAVEMENT MARKINGS



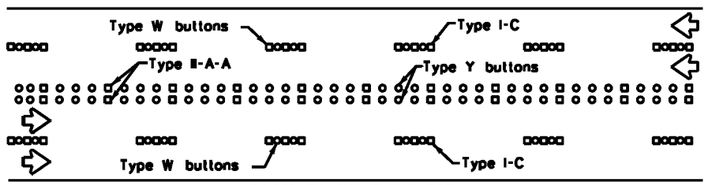
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



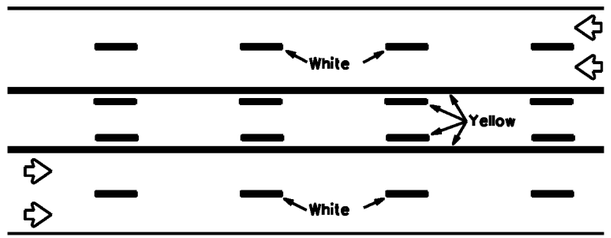
REFLECTORIZED PAVEMENT MARKINGS



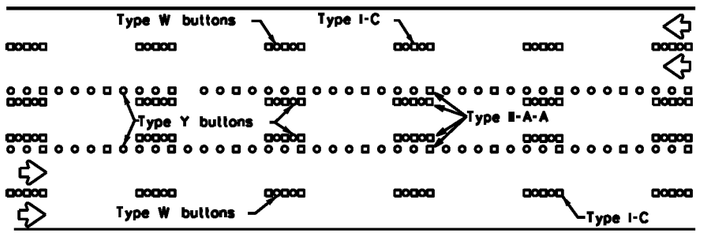
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS



RAISED PAVEMENT MARKERS

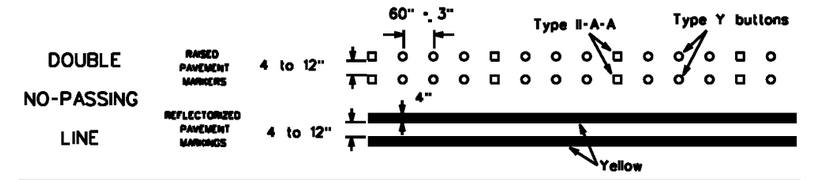
Prefabricated markings may be substituted for reflectorized pavement markings.

TWO-WAY LEFT TURN LANE

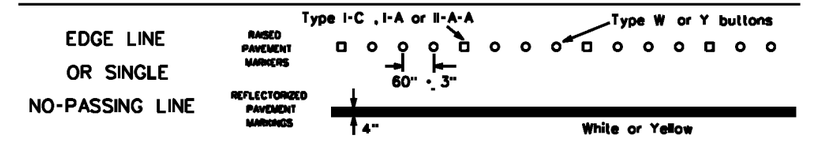
STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS

SOLID LINES

DOUBLE NO-PASSING LINE

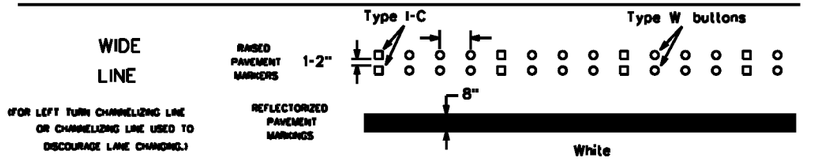


EDGE LINE OR SINGLE NO-PASSING LINE



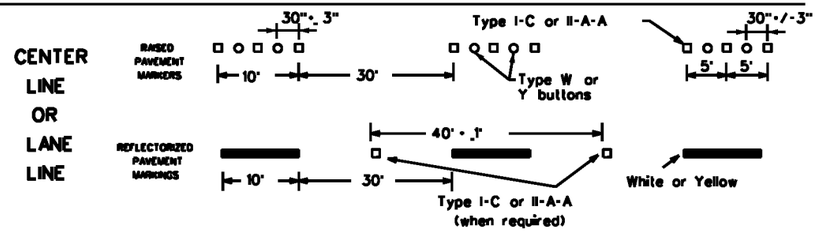
WIDE LINE

(FOR LEFT TURN CHANNELIZING LINE OR CHANNELIZING LINE USED TO DISCOURAGE LANE CHANGING.)

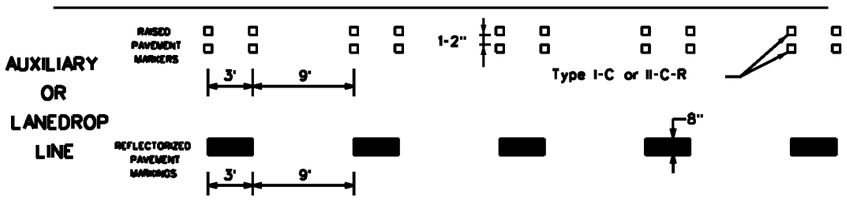


BROKEN LINES

CENTER LINE OR LANE LINE

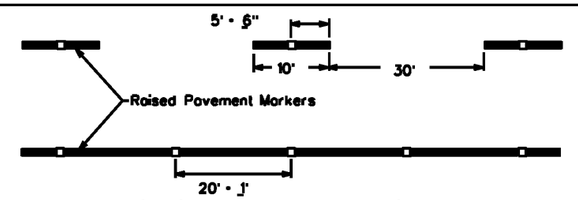


AUXILIARY OR LANEDROP LINE



REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



Centerline only - not to be used on edge lines

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

SHEET 12 OF 12

Texas Department of Transportation

Traffic Safety Division Standard

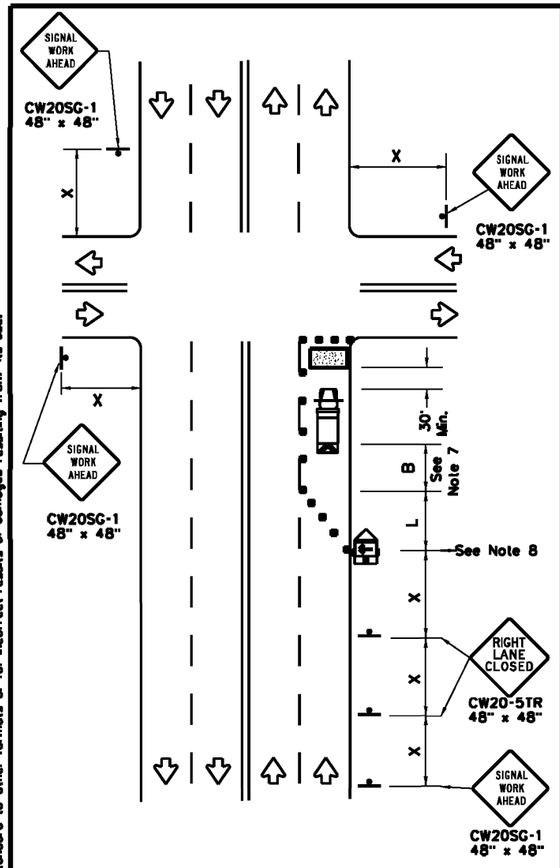
BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC(12)-21

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	DIST	COUNTY		SHEET NO.
	PHR	CAMERON		17

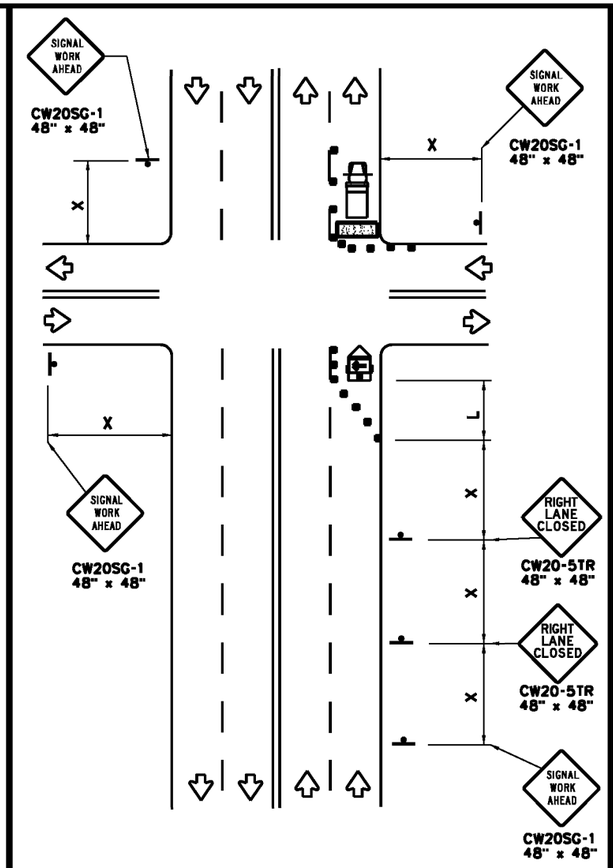
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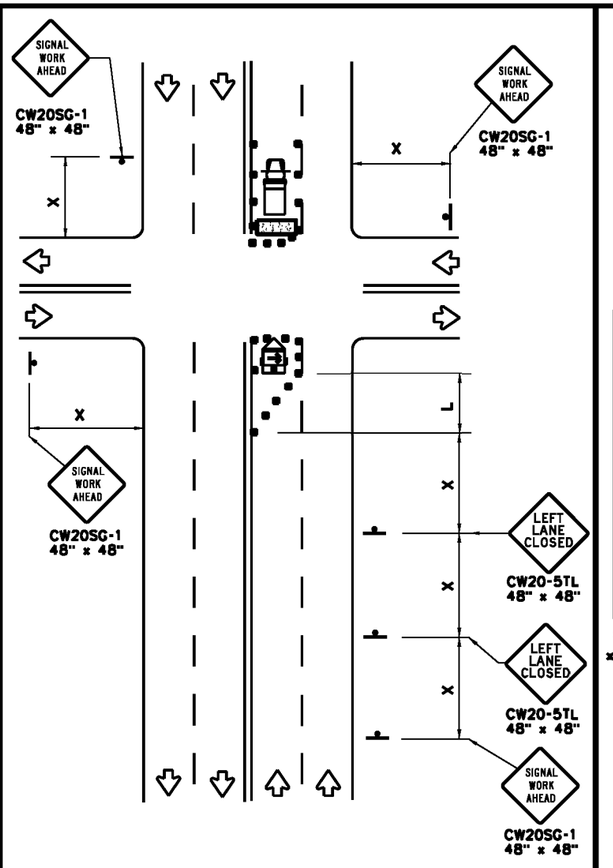
NEAR SIDE LANE CLOSURE

SHORT DURATION OR SHORT TERM STATIONARY



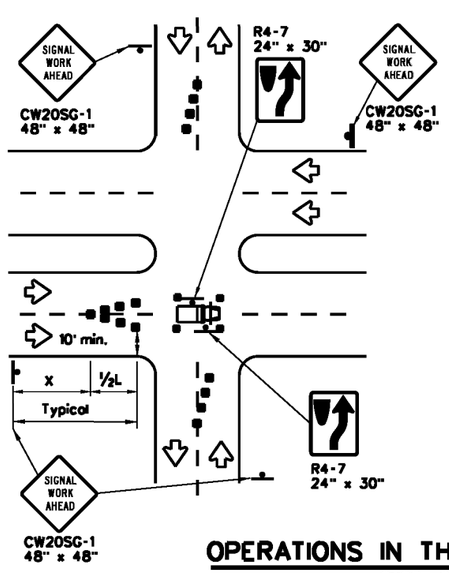
FAR SIDE RIGHT LANE CLOSURE

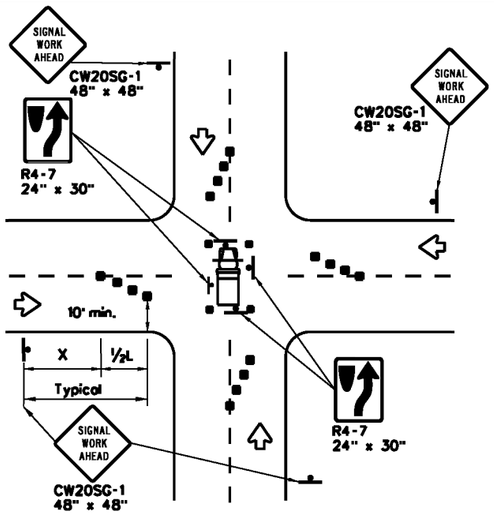
SHORT DURATION OR SHORT TERM STATIONARY



FAR SIDE LEFT LANE CLOSURE

SHORT DURATION OR SHORT TERM STATIONARY





OPERATIONS IN THE INTERSECTION

SHORT DURATION

GENERAL NOTES

1. The minimum size channelizing device is the 28" cone. 42" Two-piece cones, drums, vertical panels or barricades will be required when the device must be left unattended at night.
2. Obstructions or hazards at the work area shall be clearly marked and delineated at all times.
3. Flaggers and Flagger Symbol (CW20-7) signs may be required according to field conditions.
4. Vehicles parked in roadway shall be equipped with at least two high intensity rotating, flashing, oscillating or strobe type lights.
5. High level warning devices (flag trees) may be used at corners of the vehicle.
6. When work operations are performed on existing signals, the signals may be placed in flashing red mode when approved by the engineer. If existing signals do not have power, All-Way Stop (R1-1 and R1-3P) signs may be implemented when approved by the engineer.
7. For Short-Term Stationary work the buffer space "B" from the above table should be used if field conditions permit. For Short Duration (less than 1 hour) any buffer space provided will enhance the safety of the setup.
8. The arrow board at this location may be omitted for Short Duration work if the work vehicle has an arrow board in operation. As an option, the arrow board may be placed at the end of the taper in the closed lane if space is not available at the beginning of the taper.
9. Signs and devices for the NEAR SIDE LANE CLOSURE may be altered for a left lane closure by using a LEFT LANE CLOSED (CW20-5TL) and adding channelizing devices on the centerline to protect the work space from opposing traffic.

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths * * 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

* * Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

WORKERS IN BUCKET TRUCKS SHALL NOT WORK ABOVE OPEN LANES OF TRAFFIC.

Texas Department of Transportation

Traffic Operations Division Standard

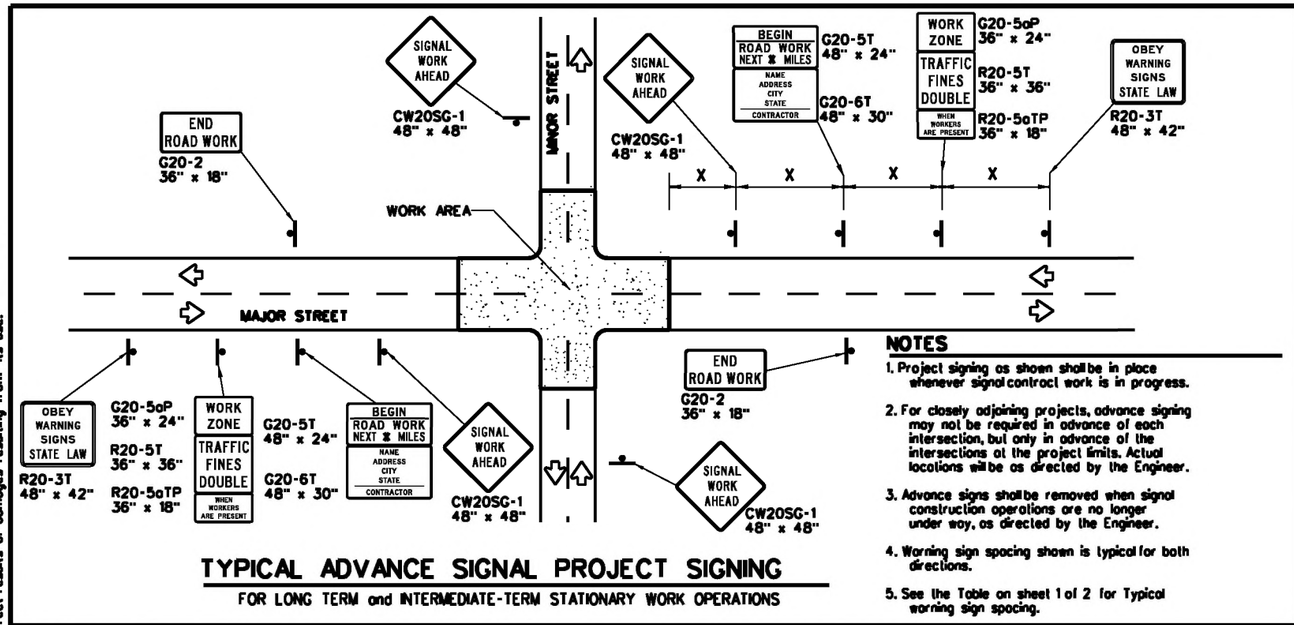
TRAFFIC SIGNAL WORK TYPICAL DETAILS

WZ(BTS-1)-13

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TYPICAL ADVANCE SIGNAL PROJECT SIGNING

FOR LONG TERM and INTERMEDIATE-TERM STATIONARY WORK OPERATIONS

NOTES

1. Project signing as shown shall be in place whenever signal contract work is in progress.
2. For closely adjoining projects, advance signing may not be required in advance of each intersection, but only in advance of the intersections at the project limits. Actual locations will be as directed by the Engineer.
3. Advance signs shall be removed when signal construction operations are no longer under way, as directed by the Engineer.
4. Warning sign spacing shown is typical for both directions.
5. See the Table on sheet 1 of 2 for Typical warning sign spacing.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Signs shall be installed and maintained in a straight and plumb condition.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. Nails shall NOT be used to attach signs to any support.
5. All signs shall be installed in accordance with the plans or as directed by the Engineer.
6. The Contractor shall furnish the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD).
7. The Contractor shall furnish sign supports and substrates listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD), installed as per the manufacturer's recommendations.
8. Temporary signs that have damaged or cracked substrates and/or damaged or marred reflective sheeting shall be replaced as directed by the Engineer.
9. Identification markings 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".
10. Damaged wood posts shall be replaced. Splicing wood posts will not be allowed.

DURATION OF WORK

1. Work zone durations are defined in Part 6, Section 6G.02 of the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

SIGN MOUNTING HEIGHT

1. Sign height of Long-term/Intermediate-term warning signs shall be as shown on Figure 6F-1 of the TMUTCD.
2. Sign height of Short-term/Short Duration warning signs shall be as shown on Figure 6F-2 of the TMUTCD.
3. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered, unless otherwise approved by the Engineer.
2. 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. Burlap, or heavy materials such as plywood or aluminum shall not be used to cover signs.
3. Duct tape or other adhesive material shall NOT be affixed to a sign face.
4. Signs and anchor stubs shall be removed and holes back filled upon completion of the work.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the requirements of the DMS and color usage table shown on this sheet.

SIGN SUPPORT WEIGHTS

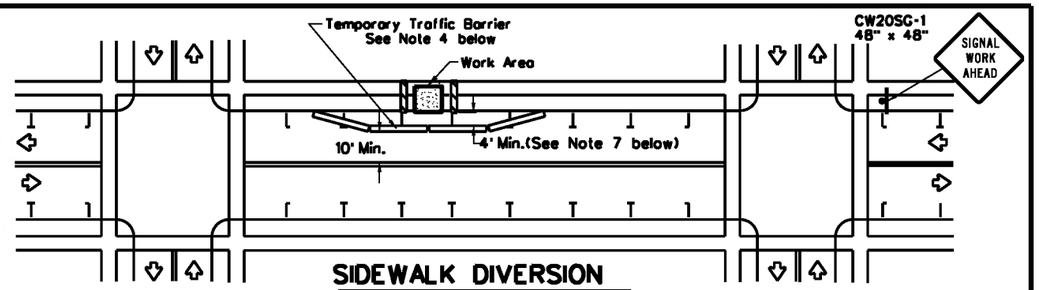
1. Weights used to keep signs from turning over should be sandbags filled with dry, cohesionless material.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects will not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber, such as tire inner tubes, shall not be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fastners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

LEGEND	
	Sign
	Channelizing Devices
	Type 3 Barricade

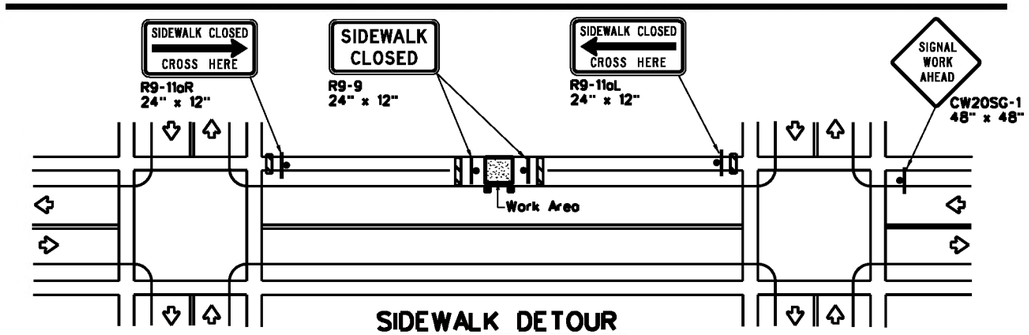
DEPARTMENTAL MATERIAL SPECIFICATIONS	
SIGN FACE MATERIALS	DMS-8300
FLEXIBLE ROLL-UP REFLECTIVE SIGNS	DMS-8310

COLOR	USAGE	SHEETING MATERIAL
ORANGE	BACKGROUND	TYPE B_{FL} OR TYPE C_{FL} SHEETING
WHITE	BACKGROUND	TYPE A SHEETING
BLACK	LEGEND & BORDERS	ACRYLIC NON-REFLECTIVE SHEETING

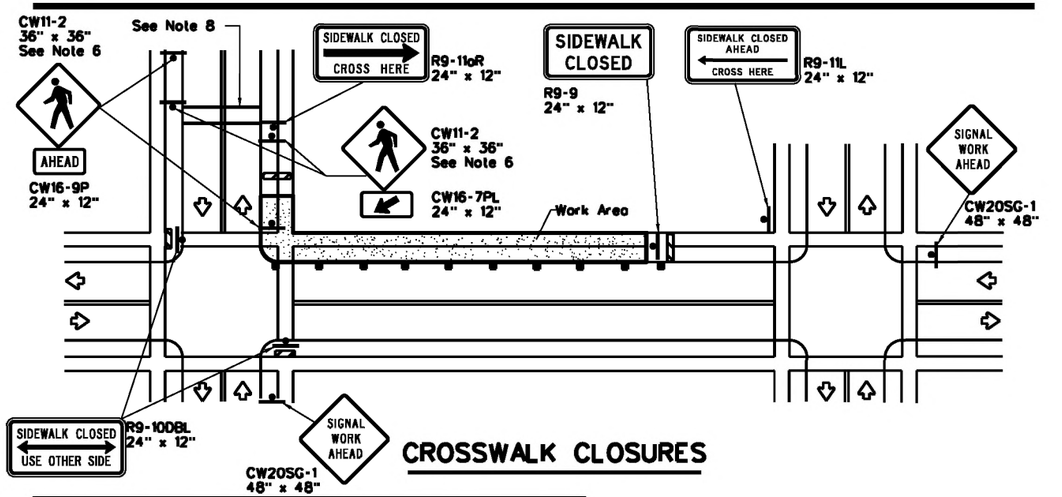
Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found at the following web address:
http://www.txdot.gov/txdot_library/publications/construction.htm



SIDEWALK DIVERSION



SIDEWALK DETOUR



CROSSWALK CLOSURES

PEDESTRIAN CONTROL

1. Holes, trenches or other hazards shall be adequately protected by covering, delineating or surrounding the hazard with orange plastic pedestrian fencing or longitudinal channelizing devices, or as directed by the Engineer.
2. "CROSSWALK CLOSURES" as detailed above will require the Engineer's approval prior to installation.
3. R9 series signs shown may be placed on supports detailed on the BC standards or CWZTCD list, or when fabricated from approved lightweight plastic substrates, they may be mounted on top of a plastic drum at or near the location shown.
4. For speeds less than 45 mph longitudinal channelizing devices may be used instead of traffic barriers when approved by the Engineer. Attenuation of blunt ends and installation of water filled devices shall be as per BC(9) and manufacturer's recommendations.
5. Location of devices are for general guidance. Actual device spacing and location must be field adjusted to meet actual conditions.
6. Where pedestrians with visual disabilities normally use the closed sidewalk Detectable Pedestrian Barricades should be used instead of the Type 3 Barricades shown.
7. The width of existing sidewalk should be maintained if practical.
8. Pavement markings for mid-block crosswalks shall be paid for under the appropriate bid items.
9. When crosswalks or other pedestrian facilities are closed or relocated, temporary facilities shall be detectable and shall include accessibility features consistent with the features present in the existing pedestrian facility.

SHEET 2 OF 2

Texas Department of Transportation

Traffic Operations Division Standard

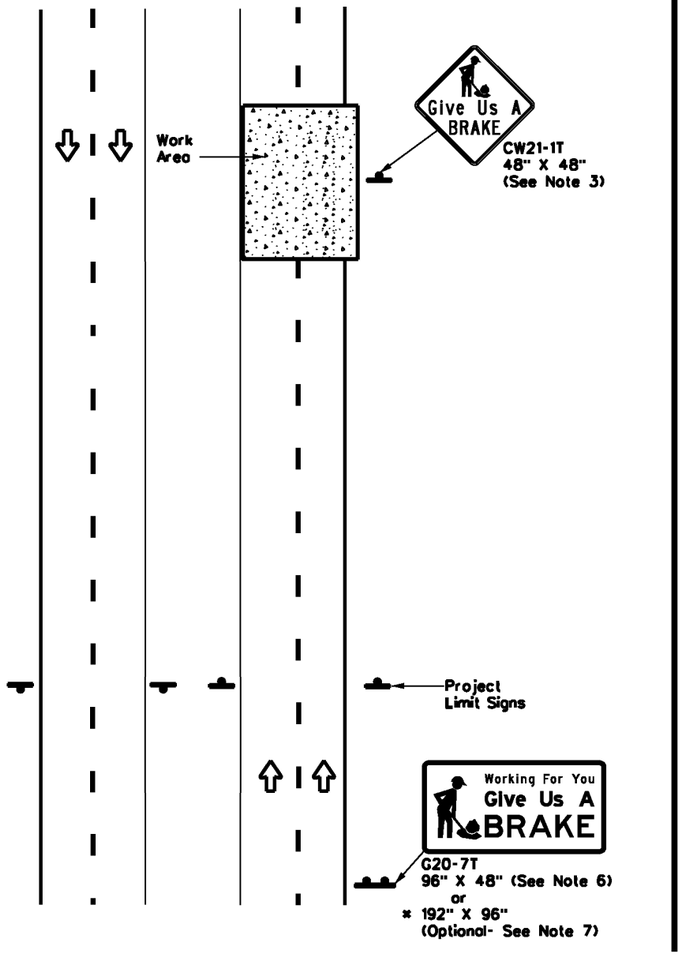
TRAFFIC SIGNAL WORK BARRICADES AND SIGNS

WZ(BTS-2)-13

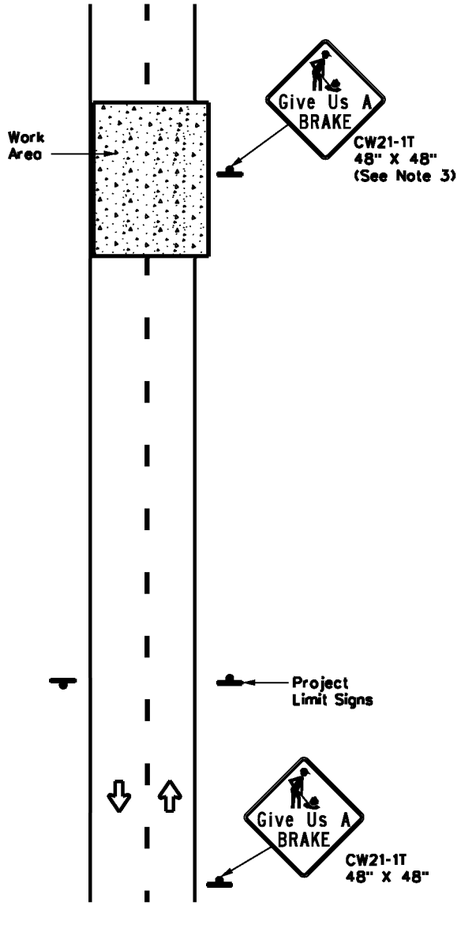
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DIVIDED HIGHWAY



UNDIVIDED HIGHWAY

SIGNS ARE SHOWN FOR ONE DIRECTION OF TRAVEL

* When the optional larger WORKING FOR YOU GIVE US A BRAKE (G20-7T) 192" x 96" sign is required, the locations shall be noted elsewhere in the plans.

SUMMARY OF LARGE SIGNS

BACKGROUND COLOR	SIGN DESIGNATION	SIGN	SIGN DIMENSIONS	REFLECTIVE SHEETING	SQ FT	GALVANIZED STRUCTURAL STEEL			DRILLED SHAFT 24" DIA. (LF)
						Size	(LF) ①	(LF) ②	
Orange	G20-7T	Working For You Give Us A BRAKE	96" X 48"	Type B_{FL} or C_{FL}	32	▲	▲	▲	▲
Orange	G20-7T	Working For You Give Us A BRAKE	192" X 96"	Type B_{FL} or C_{FL}	128	W8x18	16	17	12

▲ See Note 6 Below

LEGEND	
	Sign
	Large Sign
	Traffic Flow

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PLYWOOD SIGN BLANKS	DMS-7100
ALUMINUM SIGN BLANKS	DMS-7110
SIGN FACE MATERIALS	DMS-8300

COLOR	USAGE	SHEETING MATERIAL
ORANGE	BACKGROUND	TYPE B_{FL} OR TYPE C_{FL}
BLACK	LEGEND & BORDERS	NON-REFLECTIVE ACRYLIC FILM

GENERAL NOTES

1. See BC and SMD sheets for additional sign support details.
2. Sign locations shall be approved by the Engineer.
3. For projects more than two miles in length, Give Us a BRAKE signs should be repeated halfway through the project. The Give Us a Broke (CW21-1T) may be used for this purpose.
4. Work zone speed limits are sometimes used in conjunction with GIVE US A BRAKE signing. See BC(3) for location and spacing of construction speed zone signing when required.
5. Give Us a Brake (CW21-1T) signs and supports shall be considered subsidiary to Item 502, "Barricades, Signs and Traffic Handling."
6. The 96" X 48" Working For You Give Us A BRAKE (G20-7T) may use a 1/2" or 5/8" plywood substrate or 0.125" aluminum sheeting substrate and may be supported by two 4" x 6" wood posts with drilled holes for breakaway as per BC(5) and will be subsidiary to Item 502.
7. The Working For You Give Us A BRAKE (G20-7T) 192" X 96" sign shall be paid for under the following specification items:
   - Item 636 - Aluminum Signs
   - Item 647 - Large Roadside Sign Supports and Assemblies.
   - Item 416 - Drilled Shaft Foundations
8. 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.

Texas Department of Transportation

Traffic Operations Division Standard

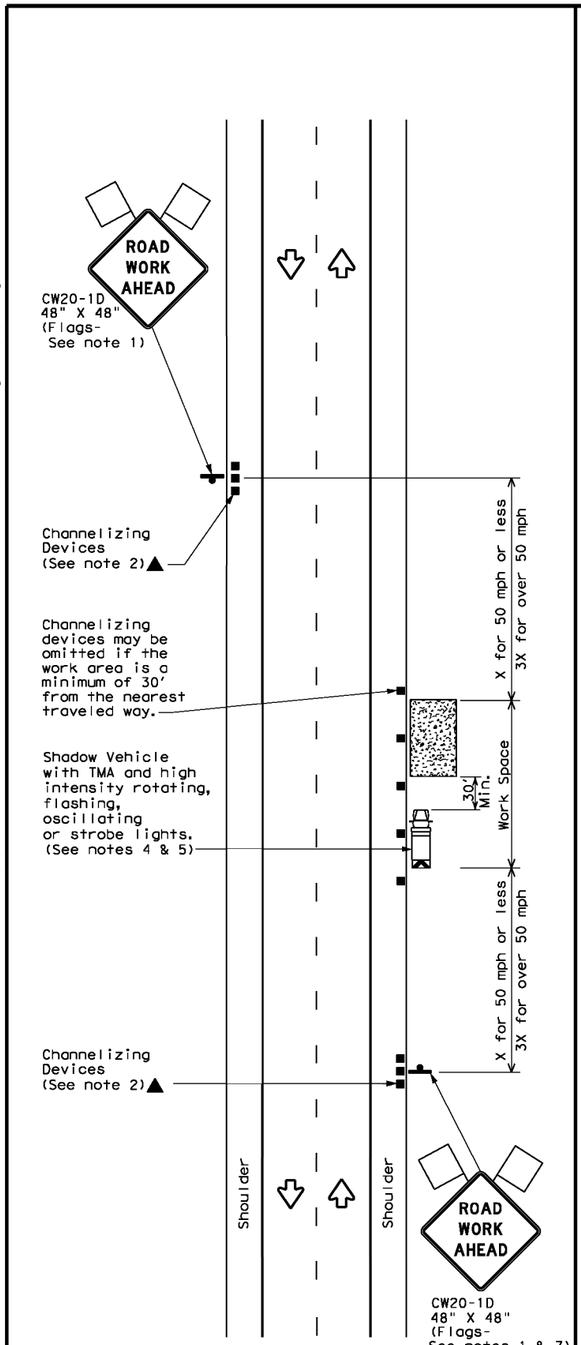
WORK ZONE "GIVE US A BRAKE" SIGNS

WZ(BRK)-13

FILE: wzbrk-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT August 1995	CONT	SECT	JOB	HIGHWAY
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6-96 5-98 7-13	DIST	COUNTY		SHEET NO.
8-96 3-03	PHR	CAMERON		20

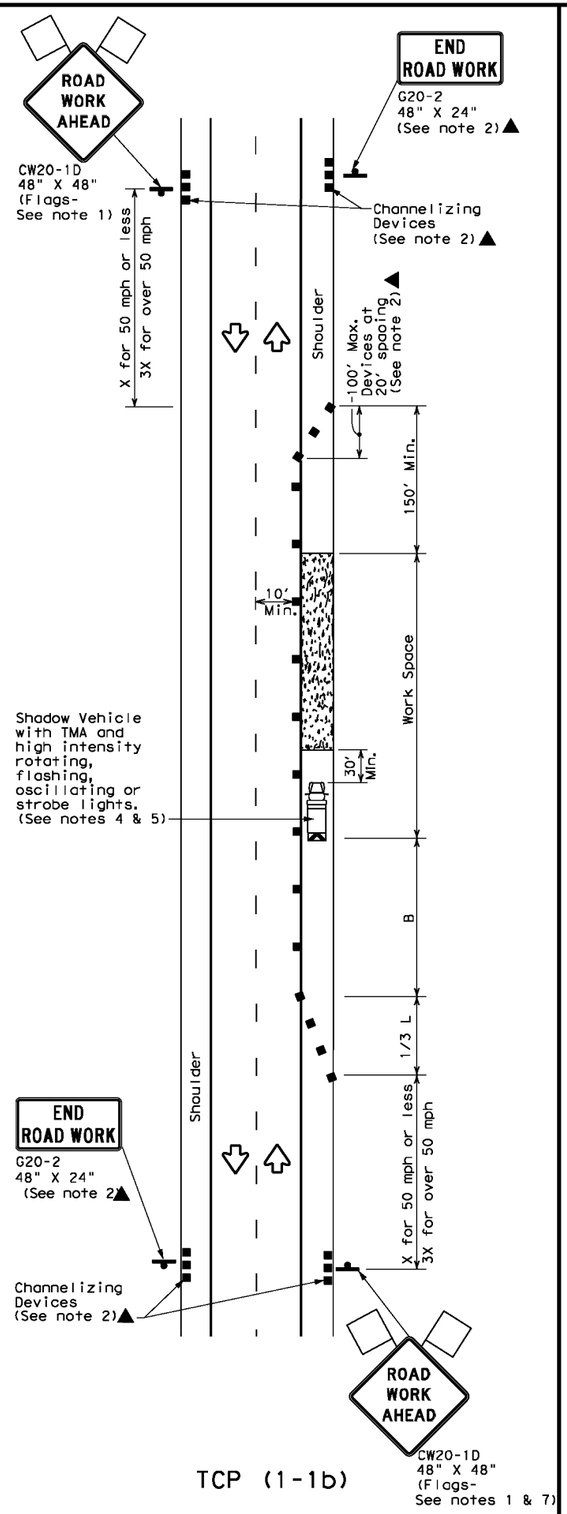
116

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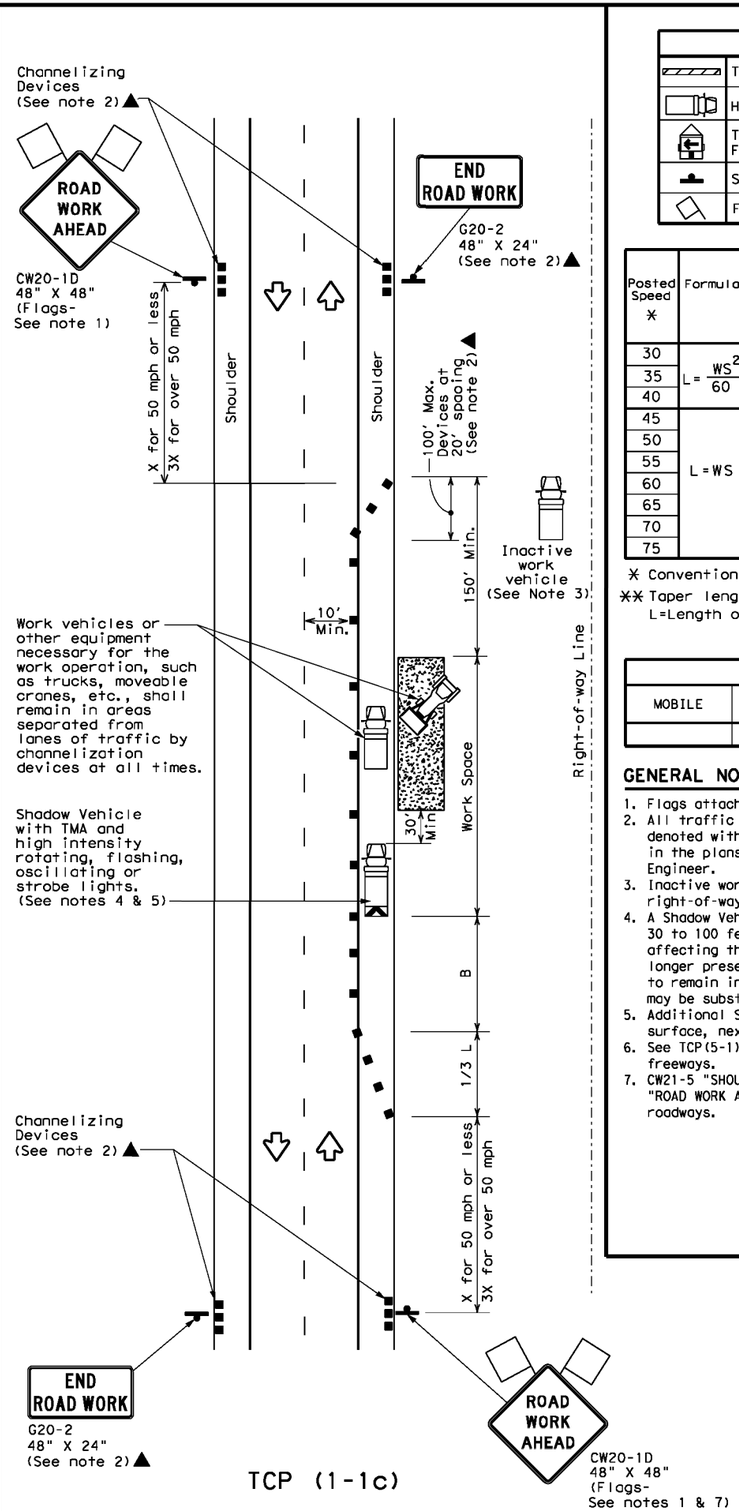
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 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 but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation

Traffic Operations Division Standard

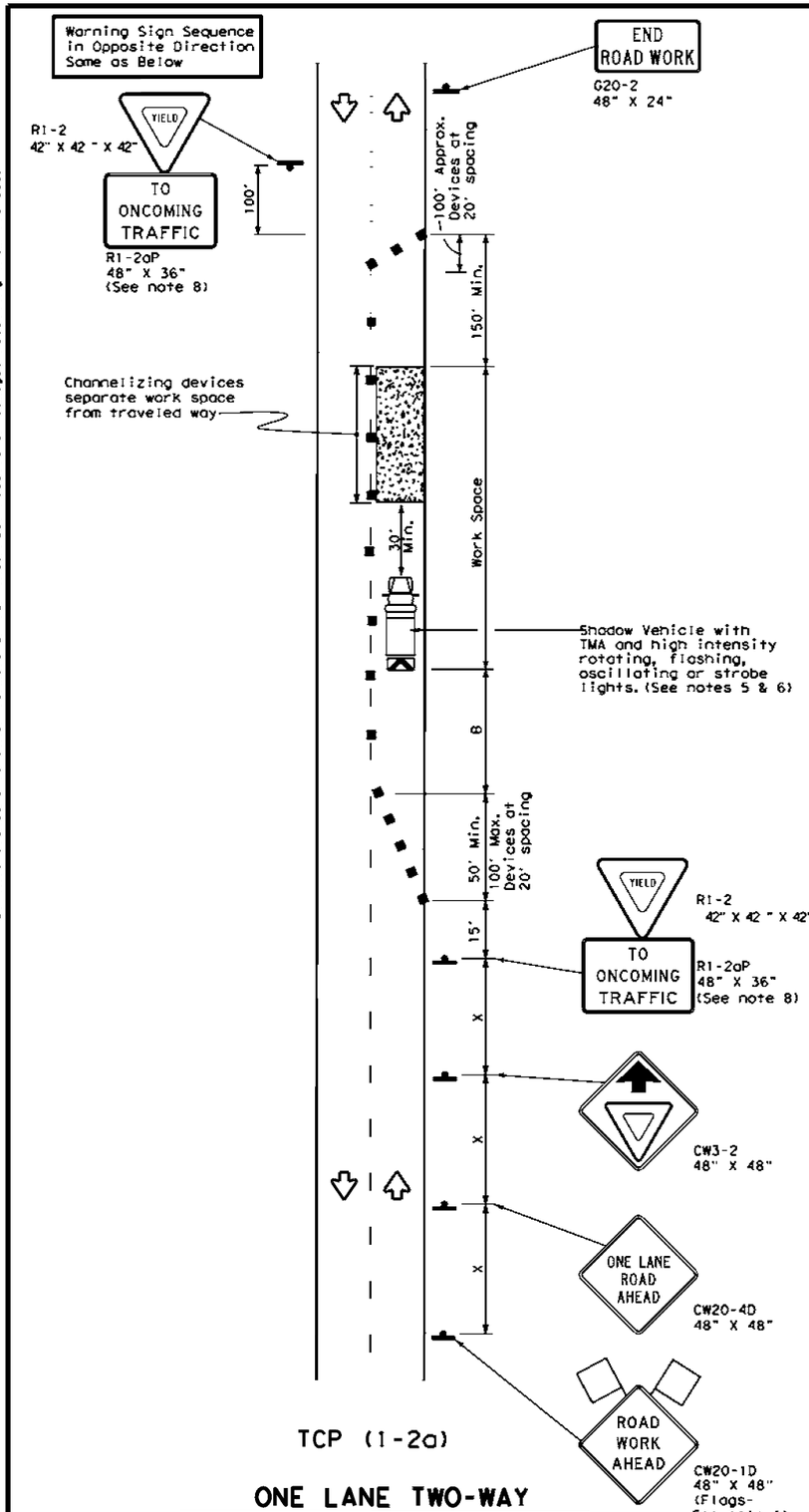
TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-18

FILE: tcp1-1-18.dgn	DN:	CK:	DW:	CK:
© TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS	0921	06	371	VARIOUS
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8-95 2-12	PHR	CAMERON		21
1-97 2-18				

151

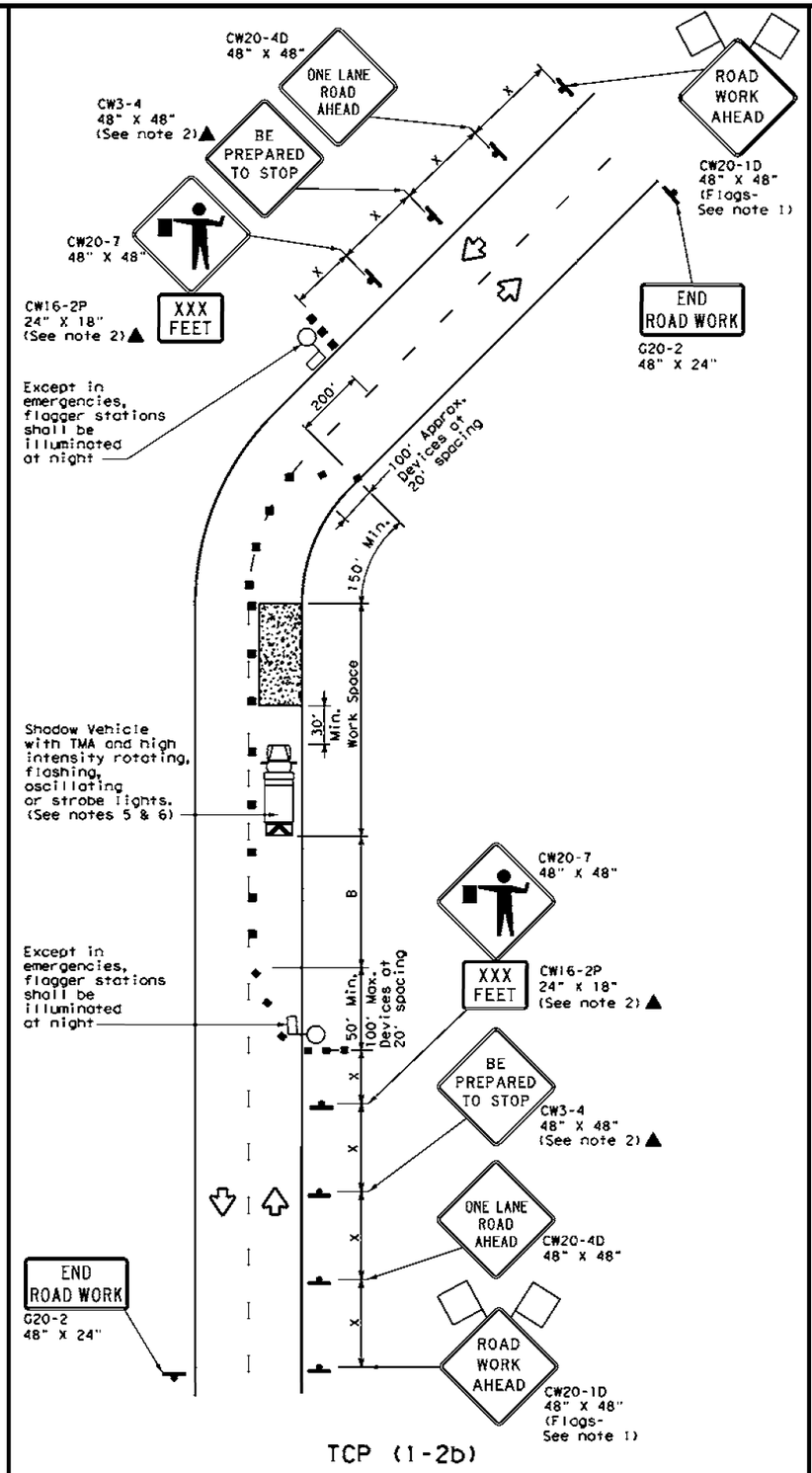
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TCP (1-2a)

ONE LANE TWO-WAY CONTROL WITH YIELD SIGNS

(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY CONTROL WITH FLAGGERS

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 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 but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

Texas Department of Transportation

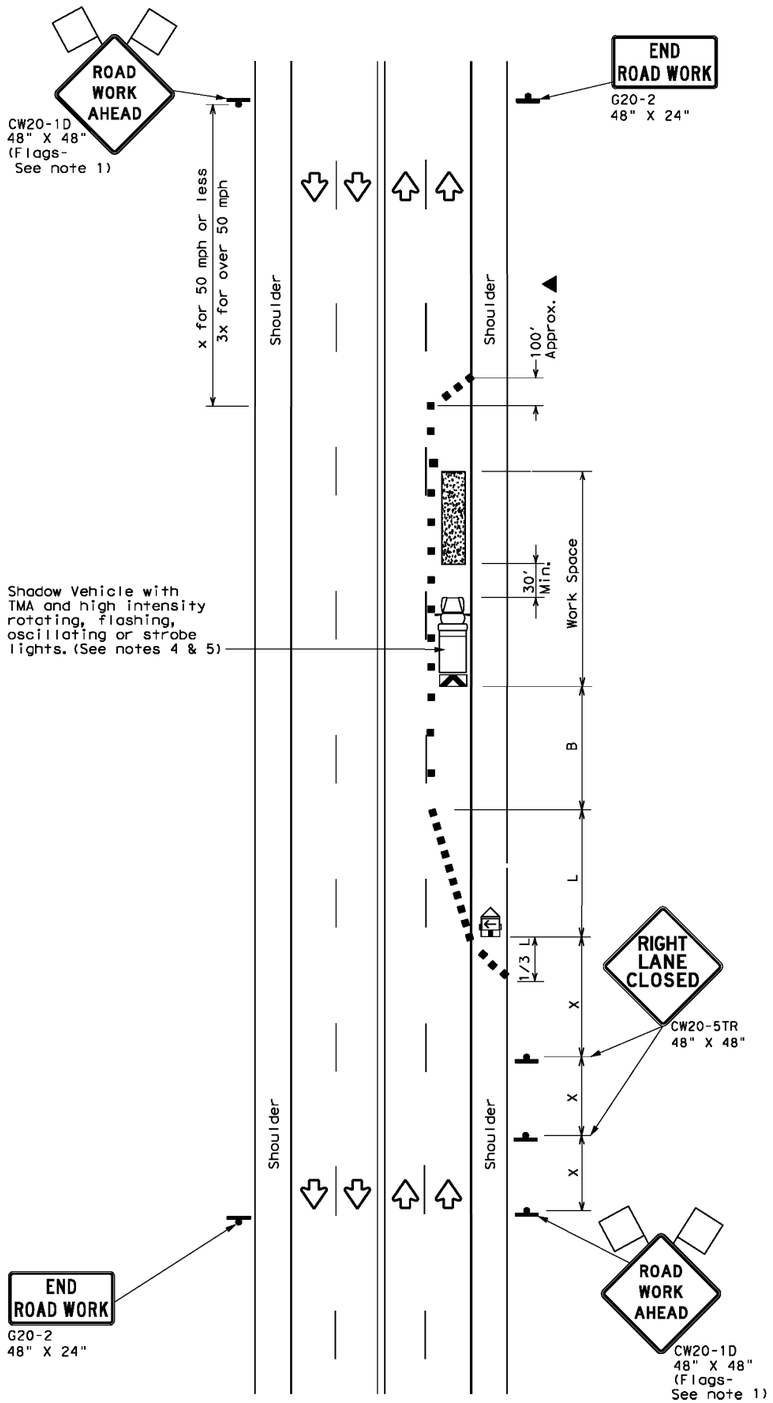
Traffic Operations Division Standard

TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-18

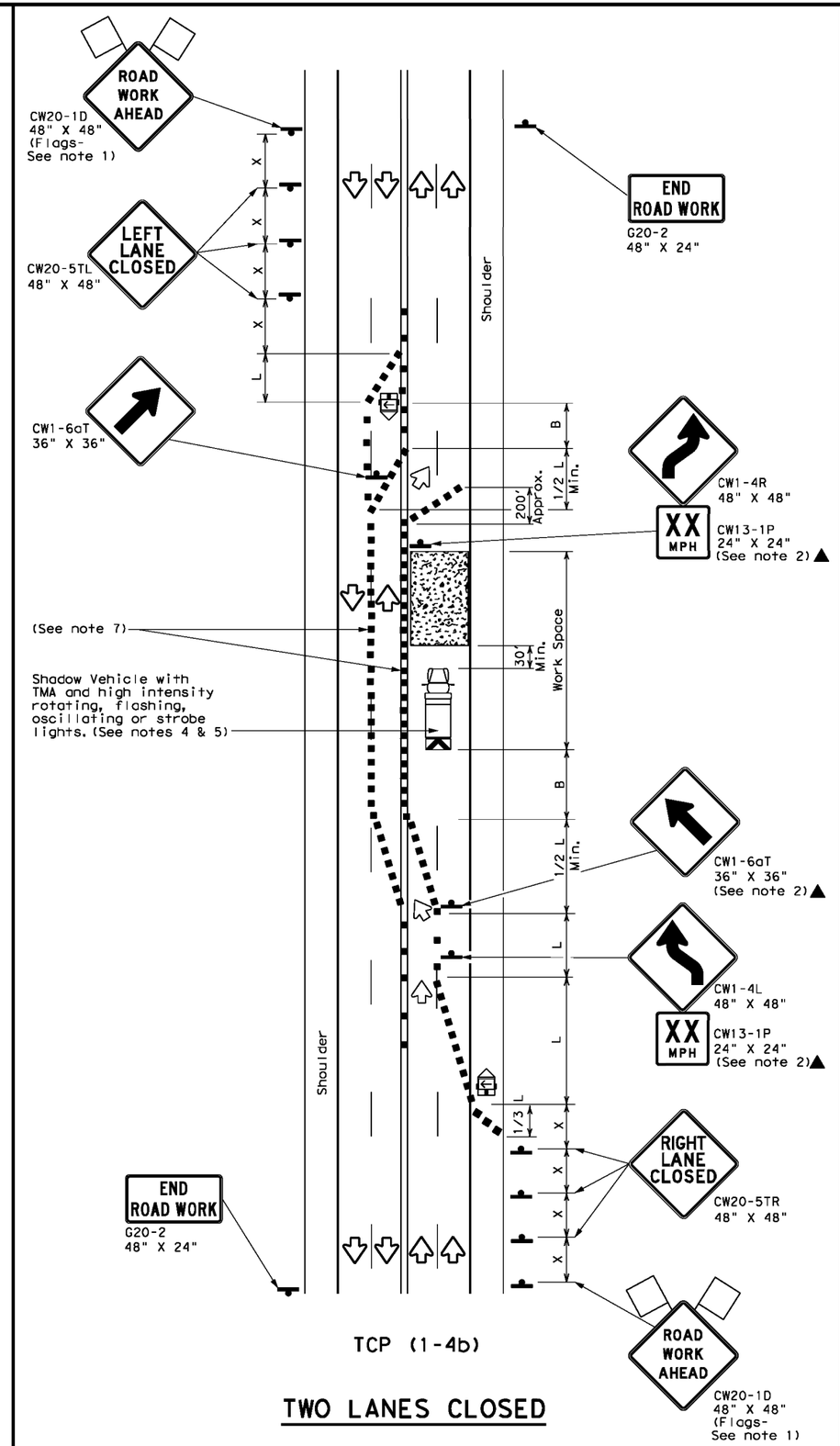
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©TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
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	PHR	CAMERON		22

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TCP (1-4a)

ONE LANE CLOSED



TCP (1-4b)

TWO LANES CLOSED

LEGEND			
	Type 3 Barricade	■■	Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW20-1D "ROAD WORK AHEAD" sign may be repeated if the visibility of the work zone is less than 1500 feet.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 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 but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-4a)

6. If this TCP is used for a left lane closure , CW20-5TL "LEFT LANE CLOSED" signs shall be used and channelizing devices shall be placed on the centerline where needed to protect the work space from opposing traffic with the arrow panel placed in the closed lane near the end of the merging taper.

TCP (1-4b)

7. Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the areas of conflicting markings, not the entire work zone.

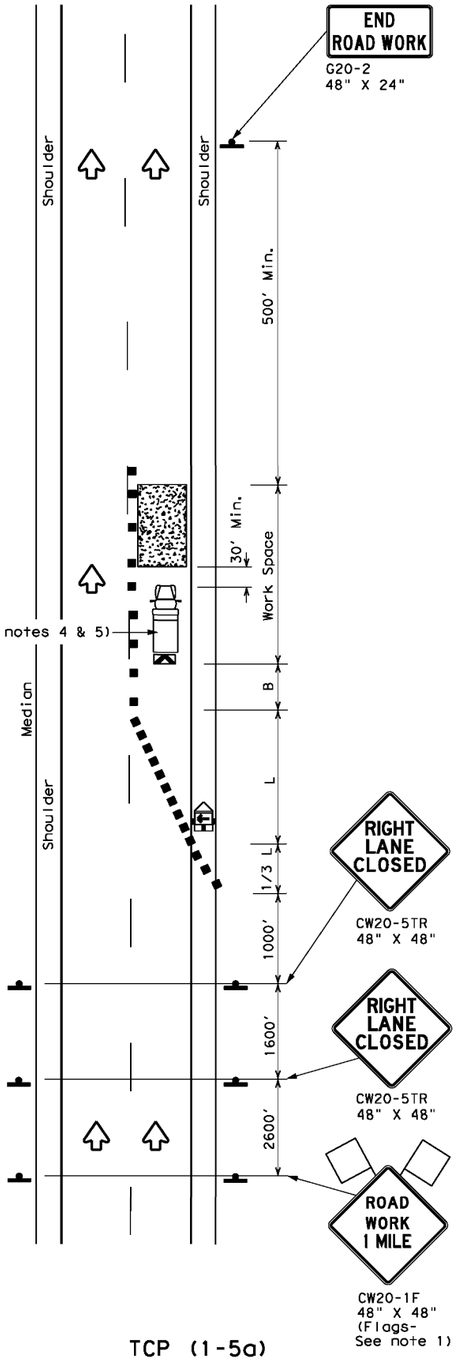
Texas Department of Transportation — Traffic Operations Division Standard

TRAFFIC CONTROL PLAN LANE CLOSURES ON MULTILANE CONVENTIONAL ROADS

TCP(1-4)-18

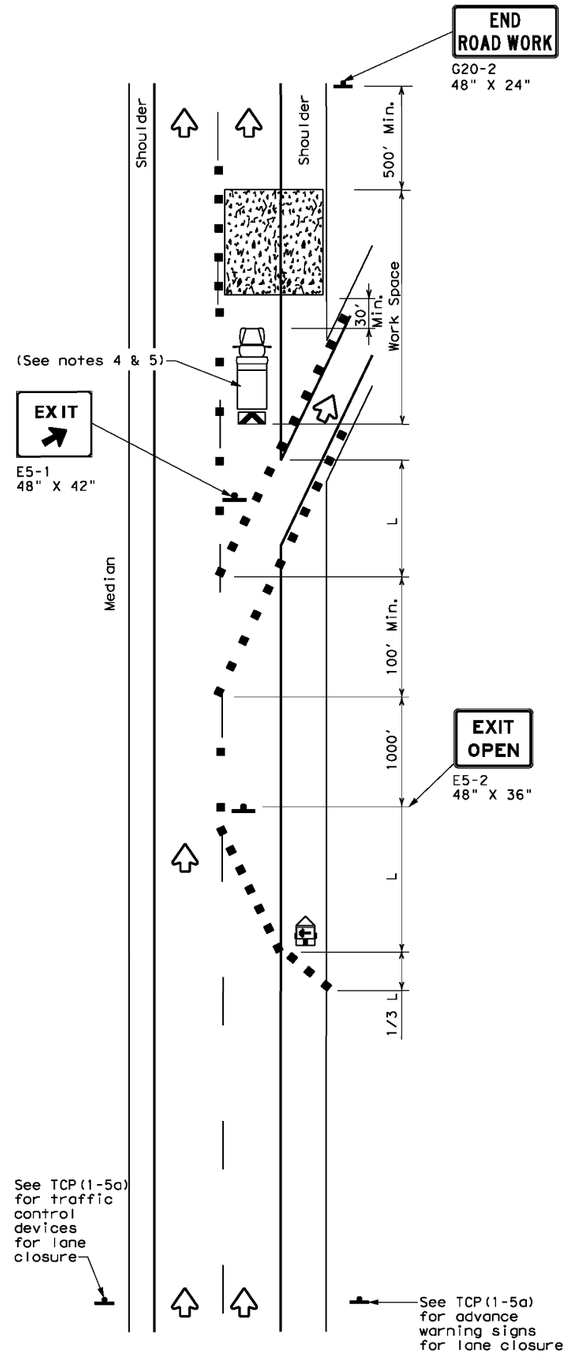
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© TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS	0921	06	371	VARIOUS
2-94 4-98	DIST	COUNTY		SHEET NO.
8-95 2-12	PHR	CAMERON		23
1-97 2-18				

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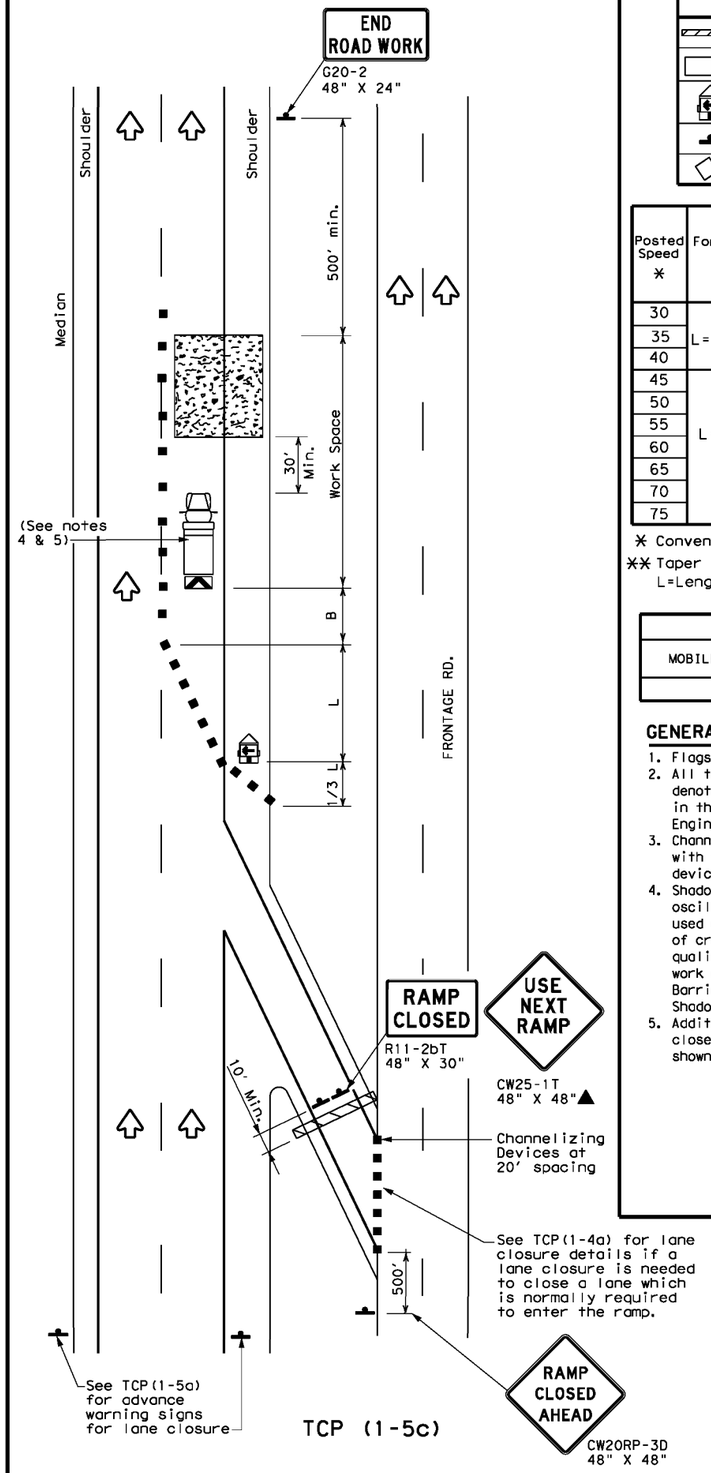
TCP (1-5a)

ONE LANE CLOSURE



TCP (1-5b)

LANE CLOSURE NEAR EXIT RAMPS



TCP (1-5c)

LANE CLOSURE NEAR ENTRANCE RAMPS

LEGEND			
	Type 3 Barricade	■ ■	Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
		✓		

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Channelizing devices used to close lanes may be supplemented with the Chevron Alignment Sign placed on every other channelizing device. Chevrons may be attached to plastic drums as per BC Standards.
4. Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 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 but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned in each closed lane, on the shoulder or off the paved surface, next to those shown in order to protect a wider work space.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN LANE CLOSURES FOR DIVIDED HIGHWAYS

TCP(1-5)-18

FILE: tcp1-5-18.dgn	DN:	CK:	DW:	CK:
©TxDOT February 2012	CONT	SECT	JOB	HIGHWAY
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	PHR	CAMERON		24

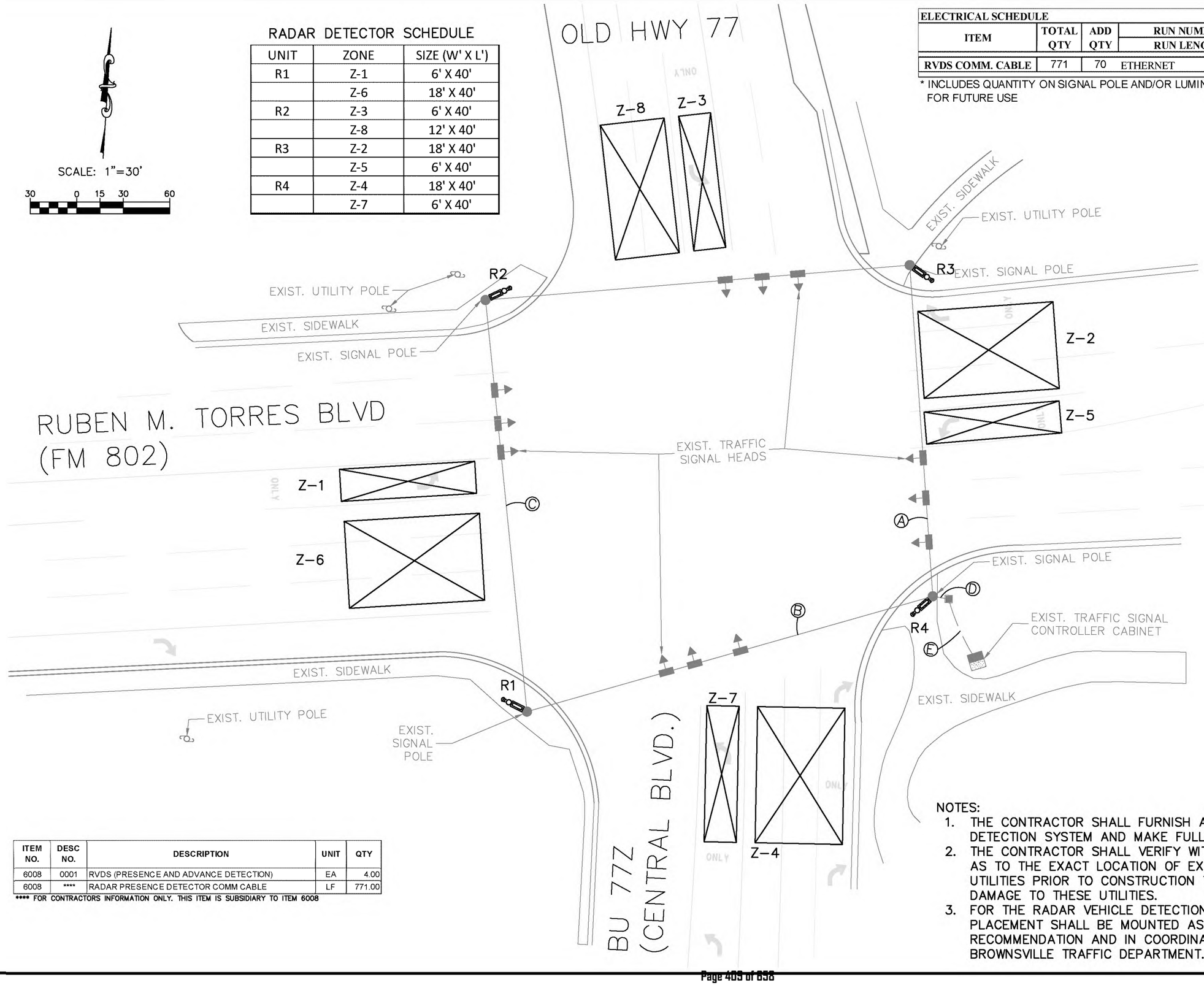
100% SUBMITTAL

SCALE: 1"=30'

30 0 15 30 60

RADAR DETECTOR SCHEDULE

UNIT	ZONE	SIZE (W' X L')
R1	Z-1	6' X 40'
	Z-6	18' X 40'
R2	Z-3	6' X 40'
	Z-8	12' X 40'
R3	Z-2	18' X 40'
	Z-5	6' X 40'
R4	Z-4	18' X 40'
	Z-7	6' X 40'



ELECTRICAL SCHEDULE

ITEM	TOTAL QTY	ADD QTY	RUN NUMBER / RUN LENGTH	A	B	C	D	E
RVDS COMM. CABLE	771	70	ETHERNET	1	2	1	4	4

* INCLUDES QUANTITY ON SIGNAL POLE AND/OR LUMINAIRE ARMS FOR FUTURE USE

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
→	Traffic Flow Arrow

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
6008	0001	RVDS (PRESENCE AND ADVANCE DETECTION)	EA	4.00
6008	****	RADAR PRESENCE DETECTOR COMM CABLE	LF	771.00

**** FOR CONTRACTORS INFORMATION ONLY. THIS ITEM IS SUBSIDIARY TO ITEM 6008

NOTES:
1. THE CONTRACTOR SHALL FURNISH AND INSTALL RADAR VEHICLE DETECTION SYSTEM AND MAKE FULLY OPERATIONAL.
2. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES AS TO THE EXACT LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT WITH OR DAMAGE TO THESE UTILITIES.
3. FOR THE RADAR VEHICLE DETECTION SYSTEM, LOCATION AND PLACEMENT SHALL BE MOUNTED AS PER MANUFACTURER RECOMMENDATION AND IN COORDINATION WITH THE CITY OF BROWNSVILLE TRAFFIC DEPARTMENT.

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

NO.	DESCRIPTION	DATE
	Revision:	

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED
PROFESSIONAL ENGINEER
April 20, 2026

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
① BUS 77 AT FM 802

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
Off: (956) 272-1496
Texas Registered Engineering Firm F-9769
aldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342
Sheet 25 Of 70

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PLOT DATE: Apr 20, 2026
FILE NAME: Z:\PROJECTS\2022\220342 BROWNSVILLE CRP SIGNALS PACKAGE\1-0 PLANS\1-0.4-PROPOSED IMPROVEMENTS.DWG

100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
⟶	Traffic Flow Arrow

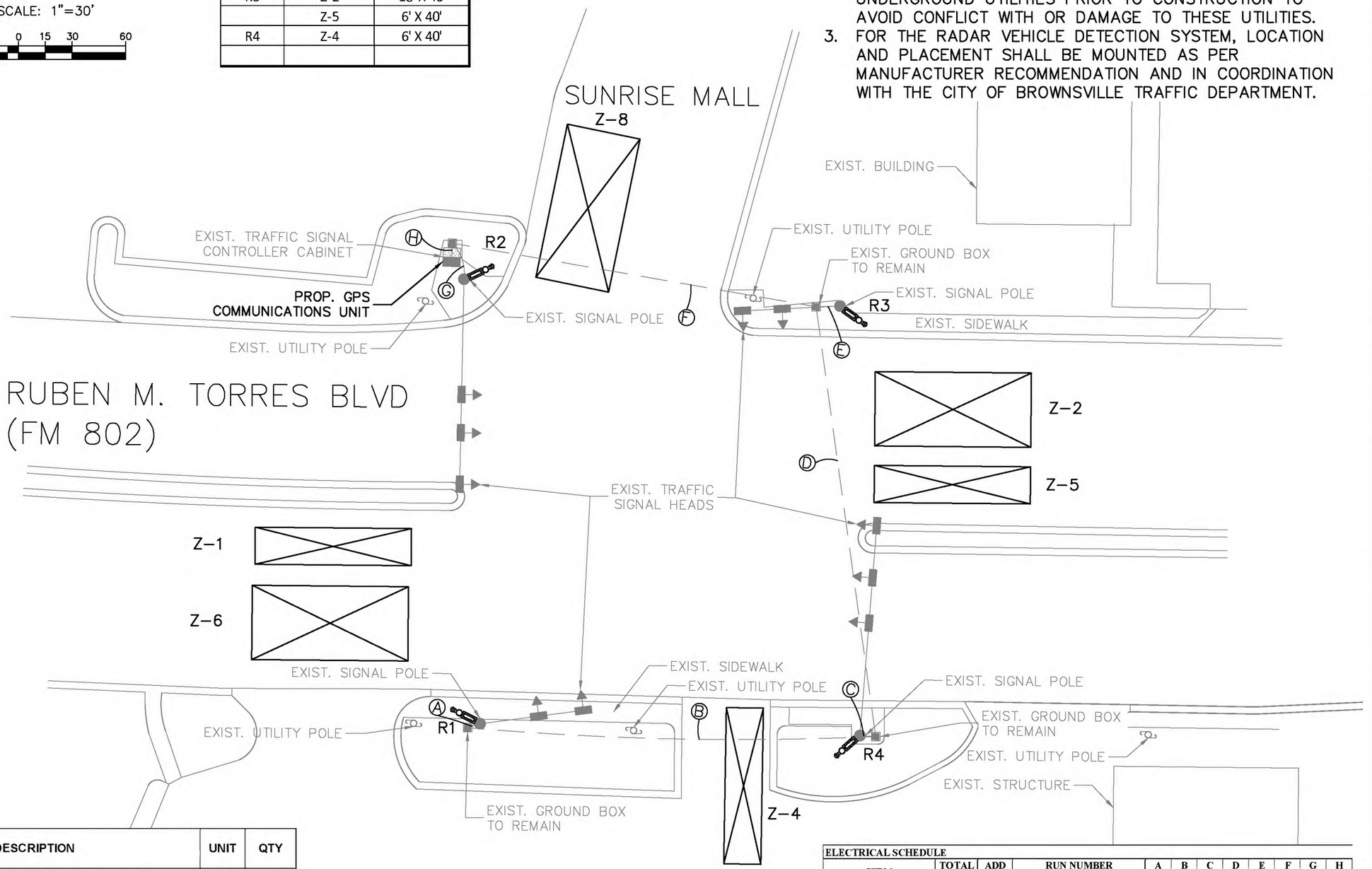
SCALE: 1"=30'

30 0 15 30 60

RADAR DETECTOR SCHEDULE

UNIT	ZONE	SIZE (W' X L')
R1	Z-1	6' X 40'
	Z-6	18' X 40'
R2	Z-8	18' X 40'
R3	Z-2	18' X 40'
	Z-5	6' X 40'
R4	Z-4	6' X 40'

NOTES:
1. THE CONTRACTOR SHALL FURNISH AND INSTALL RADAR VEHICLE DETECTION SYSTEM, AND GPS COMMUNICATIONS UNIT ON EXISTING CONTROLLER CABINET UNIT AND MAKE FULLY OPERATIONAL.
2. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES AS TO THE EXACT LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT WITH OR DAMAGE TO THESE UTILITIES.
3. FOR THE RADAR VEHICLE DETECTION SYSTEM, LOCATION AND PLACEMENT SHALL BE MOUNTED AS PER MANUFACTURER RECOMMENDATION AND IN COORDINATION WITH THE CITY OF BROWNSVILLE TRAFFIC DEPARTMENT.



ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
6008	0001	RVDS (PRESENCE AND ADVANCE DETECTION)	EA	4.00
6008	****	RADAR PRESENCE DETECTOR COMM CABLE	LF	872.00
6061	0001	GPS COMMUNICATIONS UNIT	EA	1.00

**** FOR CONTRACTORS INFORMATION ONLY. THIS ITEM IS SUBSIDIARY TO ITEM 6008

ELECTRICAL SCHEDULE

ITEM	TOTAL QTY	ADD QTY	RUN NUMBER	A	B	C	D	E	F	G	H
			RUN LENGTH	25	113	25	122	27	104	31	4
RVDS COMM. CABLE	872	79	ETHERNET	1	1	1	2	1	3	1	4

* INCLUDES QUANTITY ON SIGNAL POLE AND/OR LUMINAIRE ARMS FOR FUTURE USE

Checked By:	A.J.A.
Approved By:	A.J.A.
Drawn By:	A.A.
Date:	APRIL, 2026

Revision: NO.	DESCRIPTION	DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026
DATE

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
②
SUNRISE MALL AT FM 802

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
Off: (956) 272-1496
Texas Registered Engineering Firm F-9769
aldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342

Sheet 26 Of 70

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FILE NAME: N:\PROJECTS\2022\220342 BROWNSVILLE CRP SIGNALS PS&E\CADD\1-1-LE-PROPOSED IMPROVEMENTS.DWG PLOT DATE: April 20, 2026

100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
◇	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
⟶	Traffic Flow Arrow

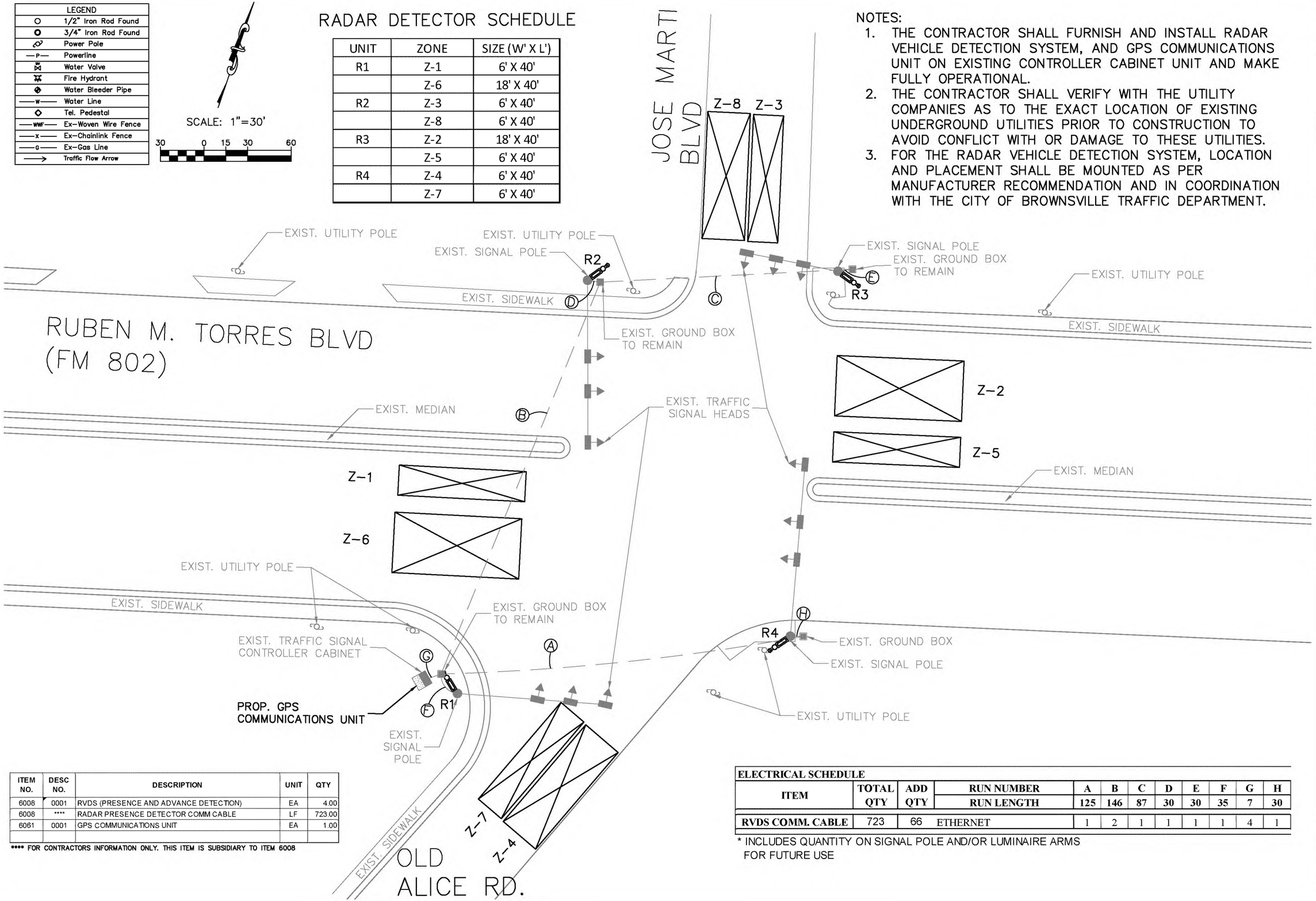
SCALE: 1"=30'

30 0 15 30 60

RADAR DETECTOR SCHEDULE

UNIT	ZONE	SIZE (W' X L')
R1	Z-1	6' X 40'
	Z-6	18' X 40'
R2	Z-3	6' X 40'
	Z-8	6' X 40'
R3	Z-2	18' X 40'
	Z-5	6' X 40'
R4	Z-4	6' X 40'
	Z-7	6' X 40'

NOTES:
1. THE CONTRACTOR SHALL FURNISH AND INSTALL RADAR VEHICLE DETECTION SYSTEM, AND GPS COMMUNICATIONS UNIT ON EXISTING CONTROLLER CABINET UNIT AND MAKE FULLY OPERATIONAL.
2. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES AS TO THE EXACT LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT WITH OR DAMAGE TO THESE UTILITIES.
3. FOR THE RADAR VEHICLE DETECTION SYSTEM, LOCATION AND PLACEMENT SHALL BE MOUNTED AS PER MANUFACTURER RECOMMENDATION AND IN COORDINATION WITH THE CITY OF BROWNSVILLE TRAFFIC DEPARTMENT.



ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
6008	0001	RVDS (PRESENCE AND ADVANCE DETECTION)	EA	4.00
6008	****	RADAR PRESENCE DETECTOR COMM CABLE	LF	723.00
6061	0001	GPS COMMUNICATIONS UNIT	EA	1.00

**** FOR CONTRACTORS INFORMATION ONLY. THIS ITEM IS SUBSIDIARY TO ITEM 6008

ELECTRICAL SCHEDULE

ITEM	TOTAL QTY	ADD QTY	RUN NUMBER / RUN LENGTH	A	B	C	D	E	F	G	H
RVDS COMM. CABLE	723	66	ETHERNET	1	2	1	1	1	1	4	1

* INCLUDES QUANTITY ON SIGNAL POLE AND/OR LUMINAIRE ARMS FOR FUTURE USE

Checked By:	A.J.A.
Approved By:	A.J.A.
Drawn By:	A.A.
Date:	APRIL, 2026

NO.	DESCRIPTION	DATE
	Revision:	

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
③
JOSE MARTI AT FM 802

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
Off: (956) 272-1496
Texas Registered Engineering Firm F-9769
aaldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342

Sheet 27 Of 70

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100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
→	Traffic Flow Arrow

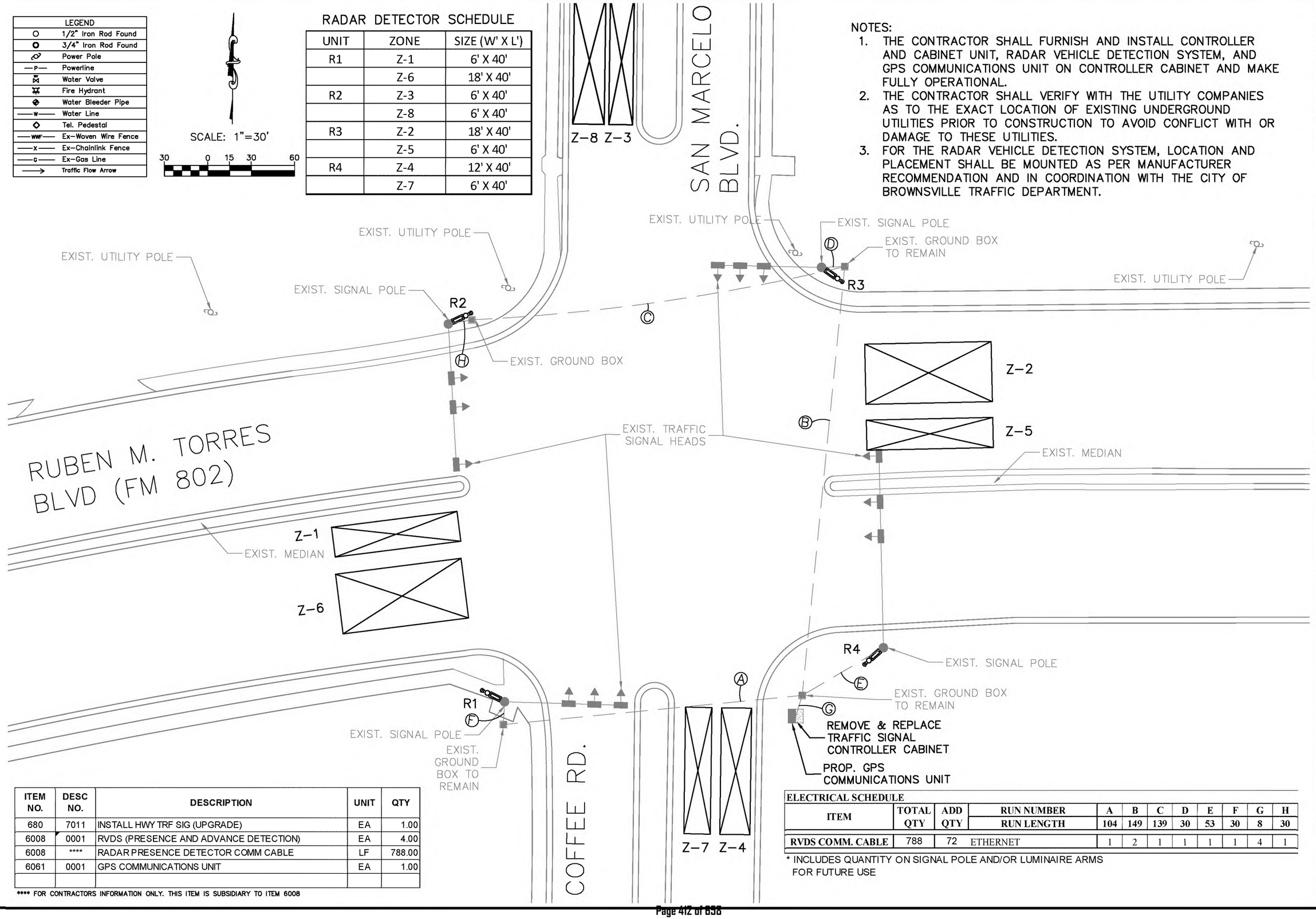
SCALE: 1"=30'

30 0 15 30 60

RADAR DETECTOR SCHEDULE

UNIT	ZONE	SIZE (W' X L')
R1	Z-1	6' X 40'
	Z-6	18' X 40'
R2	Z-3	6' X 40'
	Z-8	6' X 40'
R3	Z-2	18' X 40'
	Z-5	6' X 40'
R4	Z-4	12' X 40'
	Z-7	6' X 40'

NOTES:
1. THE CONTRACTOR SHALL FURNISH AND INSTALL CONTROLLER AND CABINET UNIT, RADAR VEHICLE DETECTION SYSTEM, AND GPS COMMUNICATIONS UNIT ON CONTROLLER CABINET AND MAKE FULLY OPERATIONAL.
2. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES AS TO THE EXACT LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT WITH OR DAMAGE TO THESE UTILITIES.
3. FOR THE RADAR VEHICLE DETECTION SYSTEM, LOCATION AND PLACEMENT SHALL BE MOUNTED AS PER MANUFACTURER RECOMMENDATION AND IN COORDINATION WITH THE CITY OF BROWNSVILLE TRAFFIC DEPARTMENT.



ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
680	7011	INSTALL HWY TRF SIG (UPGRADE)	EA	1.00
6008	0001	RVDS (PRESENCE AND ADVANCE DETECTION)	EA	4.00
6008	****	RADAR PRESENCE DETECTOR COMM CABLE	LF	788.00
6061	0001	GPS COMMUNICATIONS UNIT	EA	1.00

**** FOR CONTRACTORS INFORMATION ONLY. THIS ITEM IS SUBSIDIARY TO ITEM 6008

ELECTRICAL SCHEDULE

ITEM	TOTAL QTY	ADD QTY	RUN NUMBER / RUN LENGTH	A	B	C	D	E	F	G	H
RVDS COMM. CABLE	788	72	ETHERNET	1	2	1	1	1	1	4	1

* INCLUDES QUANTITY ON SIGNAL POLE AND/OR LUMINAIRE ARMS FOR FUTURE USE

Checked By:	A.J.A.
Approved By:	A.J.A.
Drawn By:	A.A.
Date:	APRIL, 2026

NO.	Revision: DESCRIPTION	DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E

④

SAN MARCELO AT FM 802

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
Off: (956) 272-1496
Texas Registered Engineering Firm F-9769
aaldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342

Sheet 28 Of 70

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FILE NAME: Z:\PROJECTS\2022\220342 BROWNSVILLE CRP SIGNALS PS&E\CADD\1-SHEETS-PROPOSED IMPROVEMENTS.DWG PLOT DATE: April 20, 2026

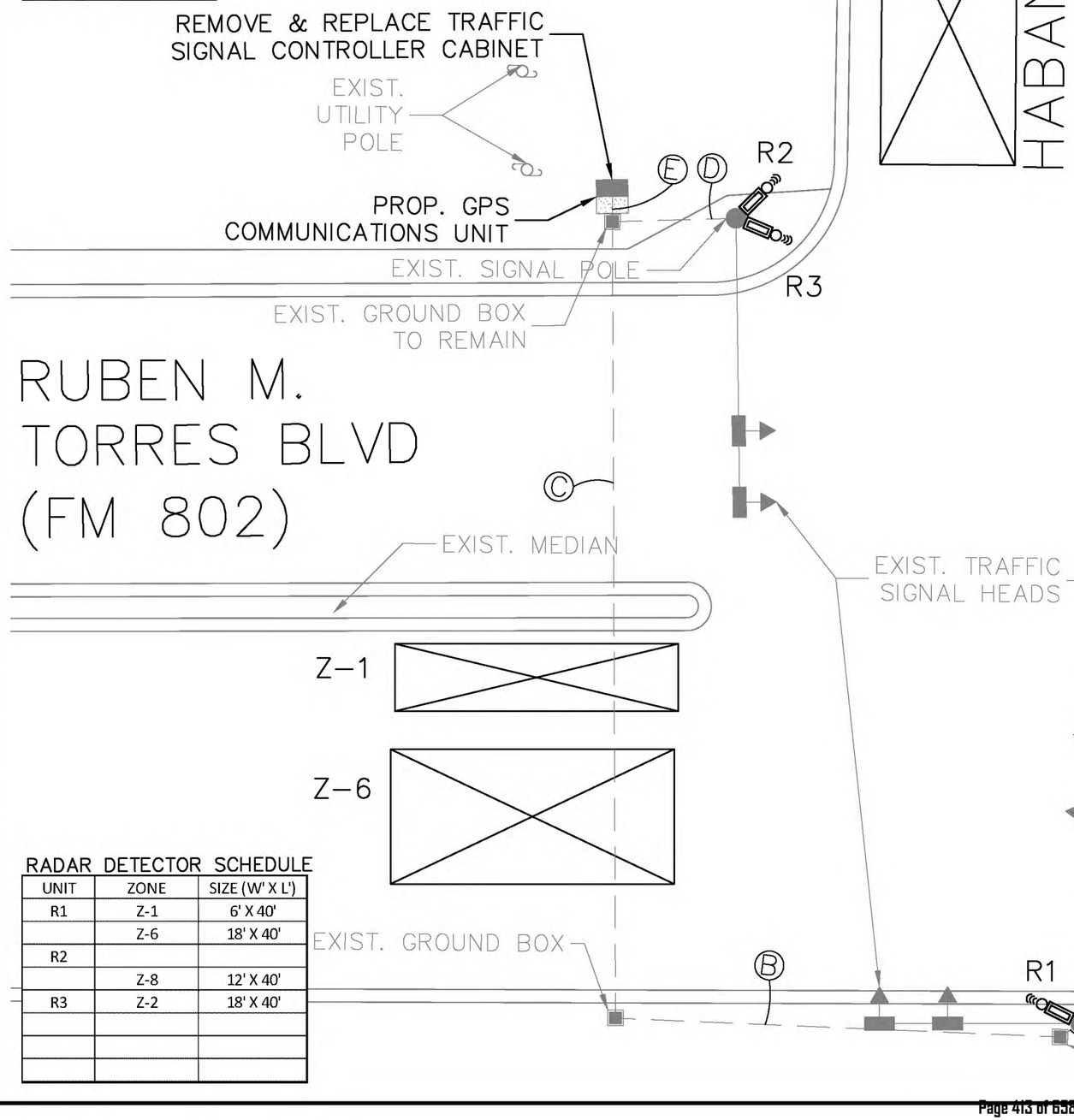
100% SUBMITTAL

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
680	7011	INSTALL HWY TRF SIG (UPGRADE)	EA	1.00
6008	0001	RVDS (PRESENCE AND ADVANCE DETECTION)	EA	3.00
6008	****	RADAR PRESENCE DETECTOR COMM CABLE	LF	340.00
6061	0001	GPS COMMUNICATIONS UNIT	EA	1.00

**** FOR CONTRACTORS INFORMATION ONLY. THIS ITEM IS SUBSIDIARY TO ITEM 6008

SCALE: 1"=20'

20 0 10 20 40



NOTES:

1. THE CONTRACTOR SHALL FURNISH AND INSTALL CONTROLLER AND CABINET UNIT, RADAR VEHICLE DETECTION SYSTEM, AND GPS COMMUNICATIONS UNIT ON CONTROLLER CABINET AND MAKE FULLY OPERATIONAL.
2. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES AS TO THE EXACT LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT WITH OR DAMAGE TO THESE UTILITIES.
3. FOR THE RADAR VEHICLE DETECTION SYSTEM, LOCATION AND PLACEMENT SHALL BE MOUNTED AS PER MANUFACTURER RECOMMENDATION AND IN COORDINATION WITH THE CITY OF BROWNSVILLE TRAFFIC DEPARTMENT.

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
——→	Traffic Flow Arrow

RADAR DETECTOR SCHEDULE

UNIT	ZONE	SIZE (W' X L')
R1	Z-1	6' X 40'
	Z-6	18' X 40'
R2		
	Z-8	12' X 40'
R3	Z-2	18' X 40'

ELECTRICAL SCHEDULE

ITEM	TOTAL QTY	ADD QTY	RUN NUMBER	A	B	C	D	E
			RUN LENGTH	25	69	123	40	4
RVDS COMM. CABLE	340	31	ETHERNET	1	1	1	2	3

* INCLUDES QUANTITY ON SIGNAL POLE AND/OR LUMINAIRE ARMS FOR FUTURE USE

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

Revision: NO.	DESCRIPTION	DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
⑤
HABANA AT FM 802

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
Off: (956) 272-1496
Texas Registered Engineering Firm F-9769
aaldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342

Sheet 29 Of 70

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FILE NAME: Z:\PROJECTS\2022\220342 BROWNSVILLE CRP SIGNALS PS&E\SHEETS\01-PROPOSED IMPROVEMENTS.DWG PLOT DATE: April 20, 2026

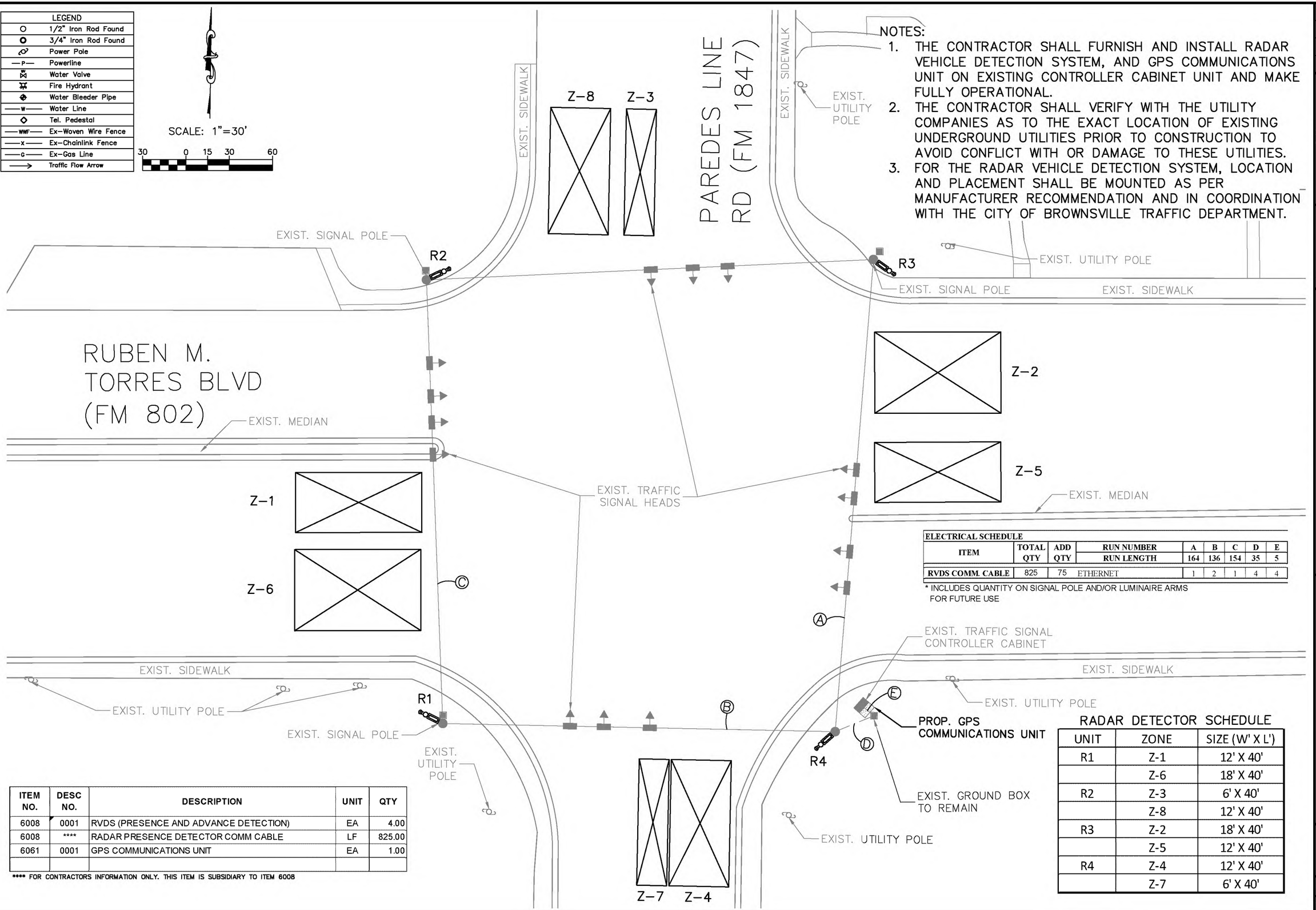
100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
◇	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
⟶	Traffic Flow Arrow

SCALE: 1"=30'

30 0 15 30 60

NOTES:
1. THE CONTRACTOR SHALL FURNISH AND INSTALL RADAR VEHICLE DETECTION SYSTEM, AND GPS COMMUNICATIONS UNIT ON EXISTING CONTROLLER CABINET UNIT AND MAKE FULLY OPERATIONAL.
2. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES AS TO THE EXACT LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT WITH OR DAMAGE TO THESE UTILITIES.
3. FOR THE RADAR VEHICLE DETECTION SYSTEM, LOCATION AND PLACEMENT SHALL BE MOUNTED AS PER MANUFACTURER RECOMMENDATION AND IN COORDINATION WITH THE CITY OF BROWNSVILLE TRAFFIC DEPARTMENT.



ELECTRICAL SCHEDULE

ITEM	TOTAL QTY	ADD QTY	RUN NUMBER	A	B	C	D	E
			RUN LENGTH	164	136	154	35	5
RVDS COMM. CABLE	825	75	ETHERNET	1	2	1	4	4

* INCLUDES QUANTITY ON SIGNAL POLE AND/OR LUMINAIRE ARMS FOR FUTURE USE

RADAR DETECTOR SCHEDULE

UNIT	ZONE	SIZE (W' X L')
R1	Z-1	12' X 40'
	Z-6	18' X 40'
R2	Z-3	6' X 40'
	Z-8	12' X 40'
R3	Z-2	18' X 40'
	Z-5	12' X 40'
R4	Z-4	12' X 40'
	Z-7	6' X 40'

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
6008	0001	RVDS (PRESENCE AND ADVANCE DETECTION)	EA	4.00
6008	****	RADAR PRESENCE DETECTOR COMM CABLE	LF	825.00
6061	0001	GPS COMMUNICATIONS UNIT	EA	1.00

**** FOR CONTRACTORS INFORMATION ONLY. THIS ITEM IS SUBSIDIARY TO ITEM 6008

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: AA.
Date: APRIL, 2026

NO.	Revision: DESCRIPTION	DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
Alberto J. Aldana April 20, 2026
DATE

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
⑥
PAREDES LINE AT FM 802

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
Off: (956) 272-1496
Texas Registered Engineering Firm F-9769
aldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342
Sheet 30 Of 70

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FILE NAME: Q:\PROJECTS\2022\220342 BROWNSVILLE CRP SIGNALS PS&E\CADD\1-2-14-PROPOSED IMPROVEMENTS.DWG PLOT DATE: April 20, 2026

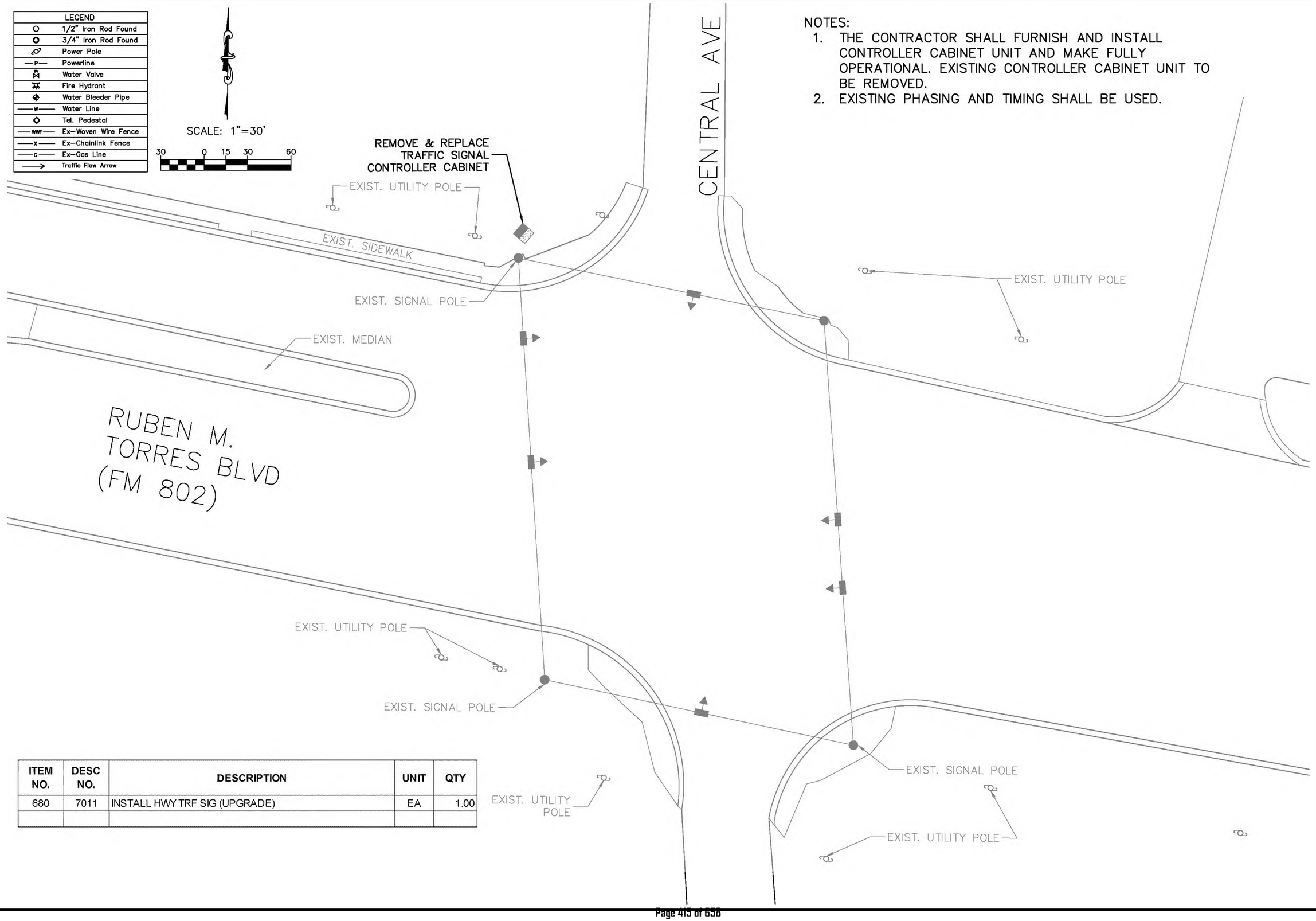
100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
→	Traffic Flow Arrow

SCALE: 1"=30'

30 0 15 30 60

NOTES:
1. THE CONTRACTOR SHALL FURNISH AND INSTALL CONTROLLER CABINET UNIT AND MAKE FULLY OPERATIONAL. EXISTING CONTROLLER CABINET UNIT TO BE REMOVED.
2. EXISTING PHASING AND TIMING SHALL BE USED.



ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
680	7011	INSTALL HWY TRF SIG (UPGRADE)	EA	1.00

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

Revision: NO.	DESCRIPTION	DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
⑦
CENTRAL AT FM 802

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
Off: (956) 272-1496
Texas Registered Engineering Firm F-9769
aaldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

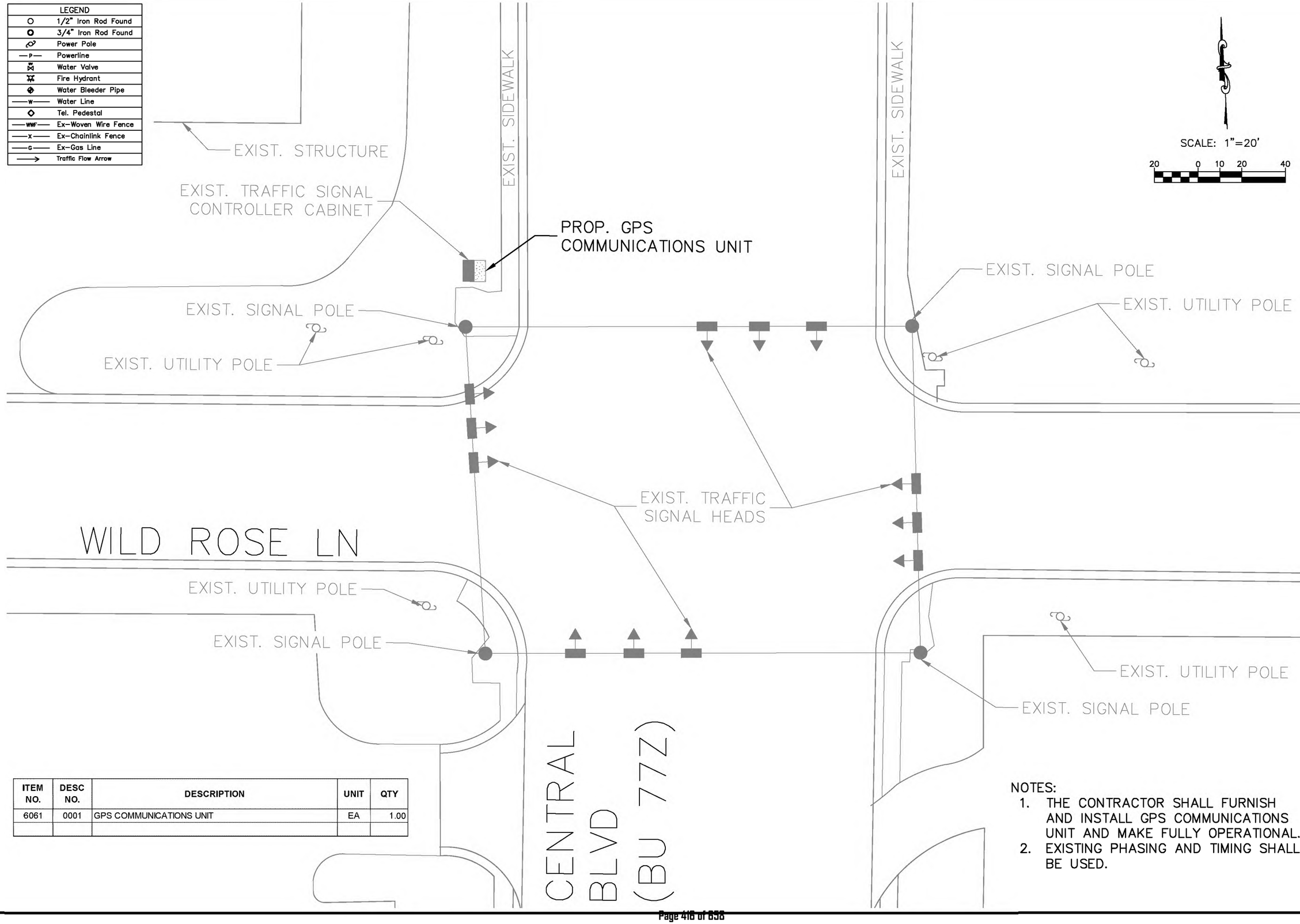
Project No. 220342
Sheet 31 Of 70

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FILE NAME: Z:\PROJECTS\2025\220342 BROWNSVILLE CRP SIGNALS PS&E\CAD\1-SHEETS\1-1-14-PROPOSED IMPROVEMENTS.DWG PLOT DATE: April 20, 2026

100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
◇	Tel. Pedestal
—WWF—	Ex–Woven Wire Fence
—X—	Ex–Chainlink Fence
—G—	Ex–Gas Line
⟶	Traffic Flow Arrow



SCALE: 1"=20'

20 0 10 20 40

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
6061	0001	GPS COMMUNICATIONS UNIT	EA	1.00

NOTES:
1. THE CONTRACTOR SHALL FURNISH AND INSTALL GPS COMMUNICATIONS UNIT AND MAKE FULLY OPERATIONAL.
2. EXISTING PHASING AND TIMING SHALL BE USED.

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

Revision: NO. | DESCRIPTION | DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026
DATE

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
⑧
CENTRAL AT WILD ROSE

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
Off: (956) 272-1496
Texas Registered Engineering Firm F-9769
aaldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342

Sheet 32 Of 70

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FILE NAME: P:\PROJECTS\2022\220342 BROWNSVILLE CRP SIGNALS PS&E\CADD\L-01-PROPOSED IMPROVEMENTS.DWG PLOT DATE: April 20, 2026

100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
◇	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
→	Traffic Flow Arrow

SCALE: 1"=20'

20 0 10 20 40

CENTRAL BLVD (BU 77Z)

NOTES:
1. THE CONTRACTOR SHALL FURNISH AND INSTALL GPS COMMUNICATIONS UNIT AND MAKE FULLY OPERATIONAL.
2. EXISTING PHASING AND TIMING SHALL BE USED.

EXIST. STRUCTURE

EXIST. SIGNAL POLE

EXIST. TRAFFIC SIGNAL CONTROLLER CABINET

PROP. GPS COMMUNICATIONS UNIT

EXIST. UTILITY POLE

EXIST. SIGNAL POLE

EXIST. TRAFFIC SIGNAL HEADS

PRICE RD

EXIST. SIDEWALK

EXIST. UTILITY POLE

EXIST. SIGNAL POLE

EXIST. UTILITY POLE

EXIST. SIGNAL POLE

EXIST. SIDEWALK

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
6061	0001	GPS COMMUNICATIONS UNIT	EA	1.00

Checked By:	A.J.A.
Approved By:	A.J.A.
Drawn By:	A.A.
Date:	APRIL, 2026

NO.	DESCRIPTION	DATE

Revision:

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026
DATE

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
⑨
CENTRAL AT PRICE

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
Off: (956) 272-1496
Texas Registered Engineering Firm F-9769
aldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342

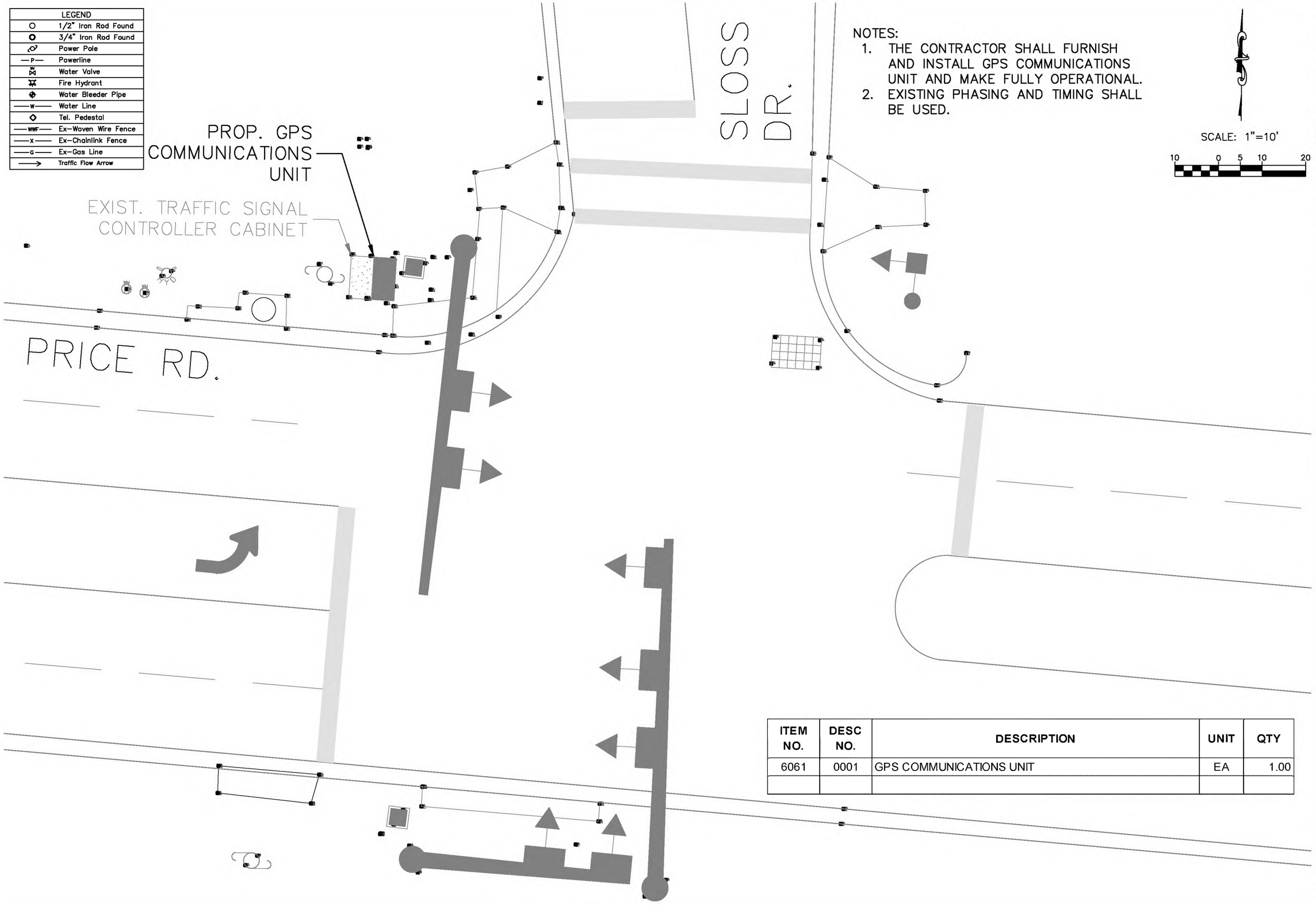
Sheet 33 Of 70

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FILE NAME: Z:\PROJECTS\2025\220342 BROWNSVILLE CRP SIGNALS PS&E\CAD\1-0_PLAN\PROPOSED IMPROVEMENTS.DWG PLOT DATE: April 20, 2026

100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
	Tel. Pedestal
—WWF—	Ex–Woven Wire Fence
—X—	Ex–Chainlink Fence
—G—	Ex–Gas Line
→	Traffic Flow Arrow



NOTES:
1. THE CONTRACTOR SHALL FURNISH AND INSTALL GPS COMMUNICATIONS UNIT AND MAKE FULLY OPERATIONAL.
2. EXISTING PHASING AND TIMING SHALL BE USED.

SCALE: 1"=10'

10 0 5 10 20

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
6061	0001	GPS COMMUNICATIONS UNIT	EA	1.00

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

NO.	DESCRIPTION	DATE

Revision:

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026
DATE

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
⑩
PRICE AT SLOSS

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
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aaldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F–9769

Project No. 220342

Sheet 34 Of 70

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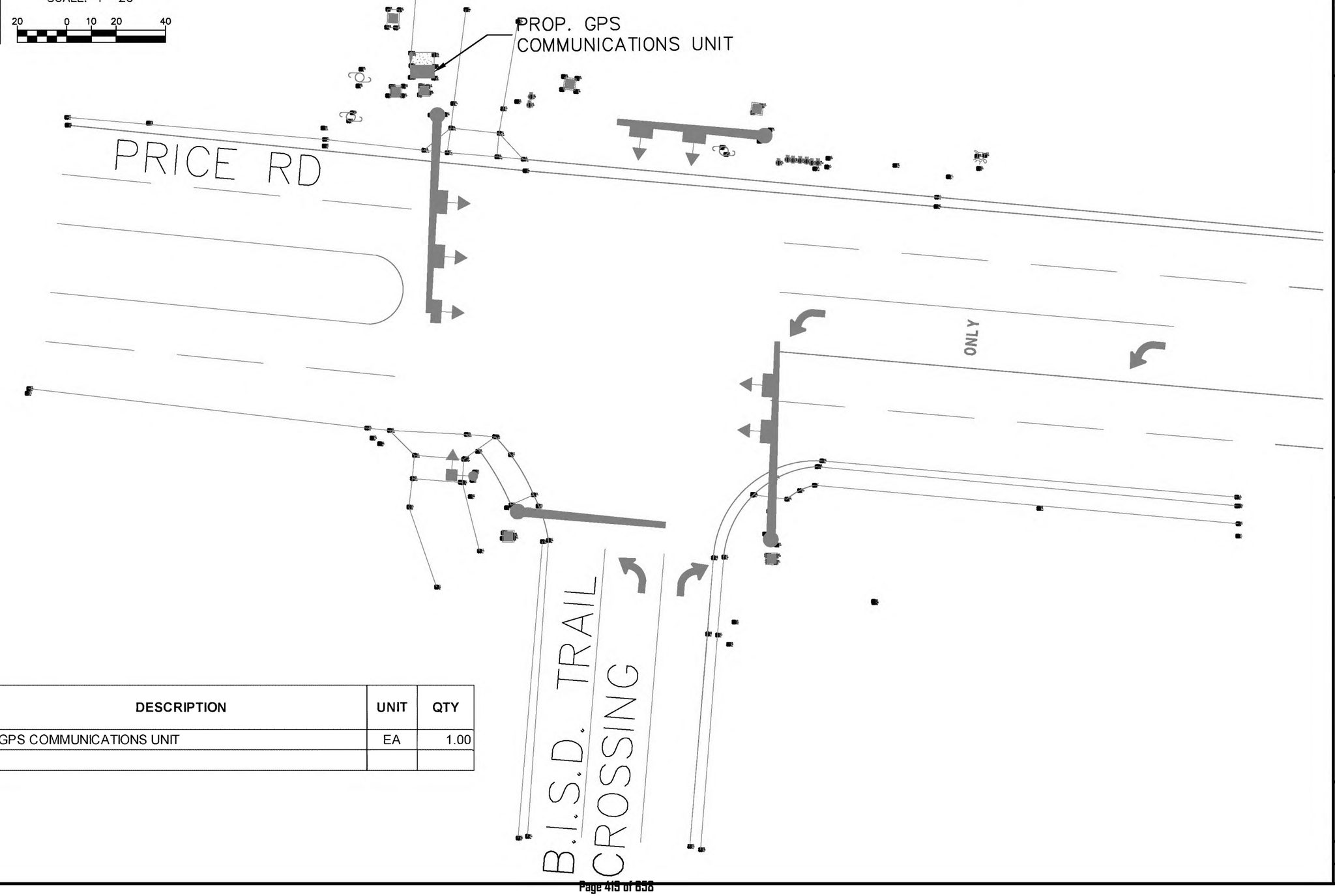
FILE NAME: P:\PROJECTS\2025\PROJS BROWNSVILLE CRP SIGNALS PS&E\CADD\1-SHTS-PROPOSED IMPROVEMENTS.DWG PLOT DATE: April 20, 2026

100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
◇	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
——→	Traffic Flow Arrow

SCALE: 1"=20'

20 0 10 20 40



NOTES:
1. THE CONTRACTOR SHALL FURNISH AND INSTALL GPS COMMUNICATIONS UNIT AND MAKE FULLY OPERATIONAL.
2. EXISTING PHASING AND TIMING SHALL BE USED.

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
6061	0001	GPS COMMUNICATIONS UNIT	EA	1.00

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

Revision:

NO.	DESCRIPTION	DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026
DATE

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
(11)

PRICE AT TRAIL CROSSING

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
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TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342

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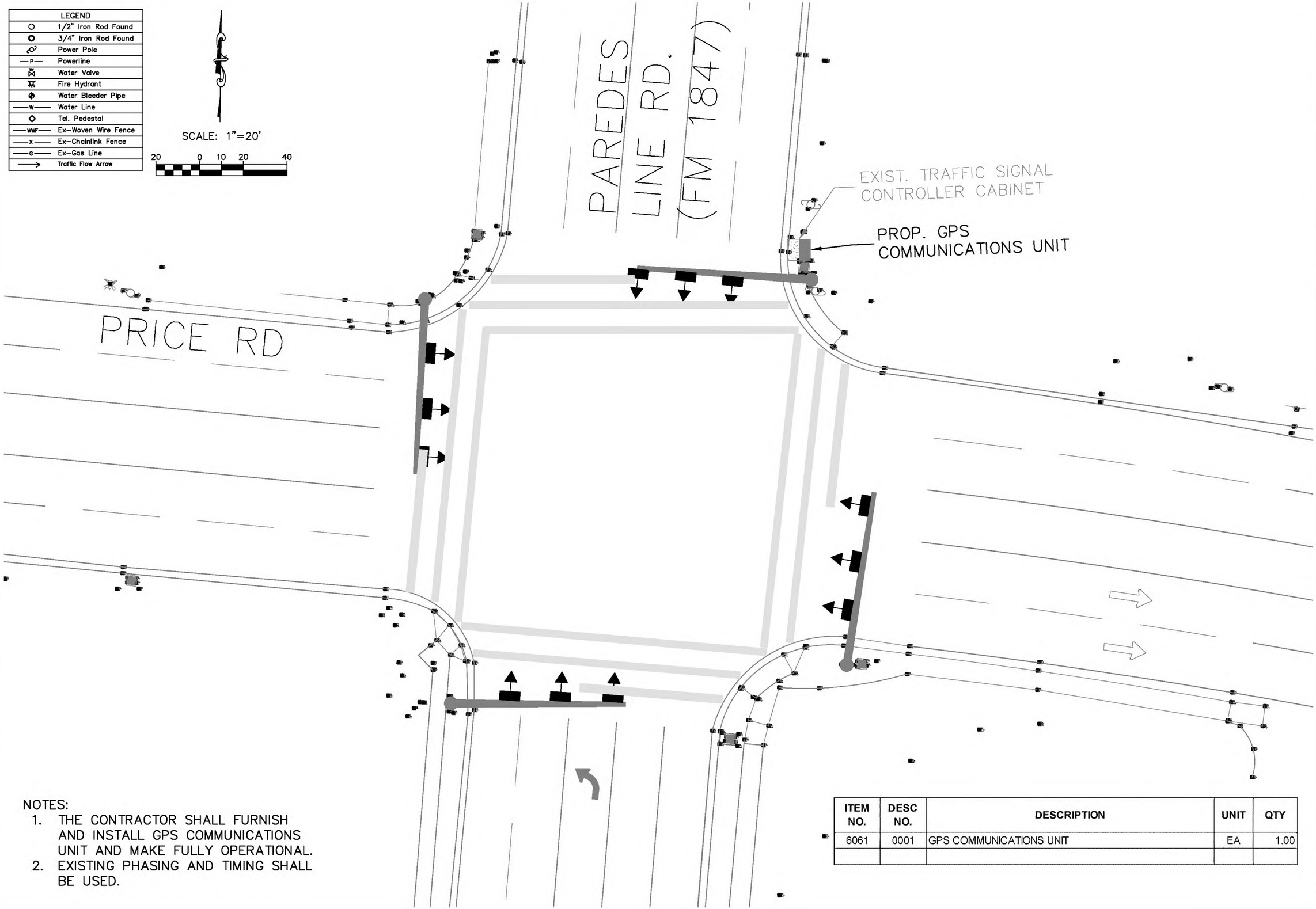
FILE NAME: Z:\PROJECTS\2022\220342 BROWNSVILLE CRP SIGNALS PS&E\CAD\11-01-PROPOSED IMPROVEMENTS.DWG PLOT DATE: April 20, 2026

100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
W	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
◇	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
→	Traffic Flow Arrow

SCALE: 1"=20'

20 0 10 20 40



NOTES:
1. THE CONTRACTOR SHALL FURNISH AND INSTALL GPS COMMUNICATIONS UNIT AND MAKE FULLY OPERATIONAL.
2. EXISTING PHASING AND TIMING SHALL BE USED.

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
6061	0001	GPS COMMUNICATIONS UNIT	EA	1.00

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

NO.	Revision: DESCRIPTION	DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026
DATE

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
(12)
PRICE AT PAREDES LINE

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
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TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342

Sheet 36 Of 70

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PLOT DATE: April 20, 2026
FILE NAME: G:\PROJECTS\2022\220342 BROWNSVILLE CRP SIGNALS PS&E\CAD\1-PLN-PROPOSED IMPROVEMENTS.DWG

100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
◇	Tel. Pedestal
—WWF—	Ex–Woven Wire Fence
—X—	Ex–Chainlink Fence
—G—	Ex–Gas Line
→	Traffic Flow Arrow

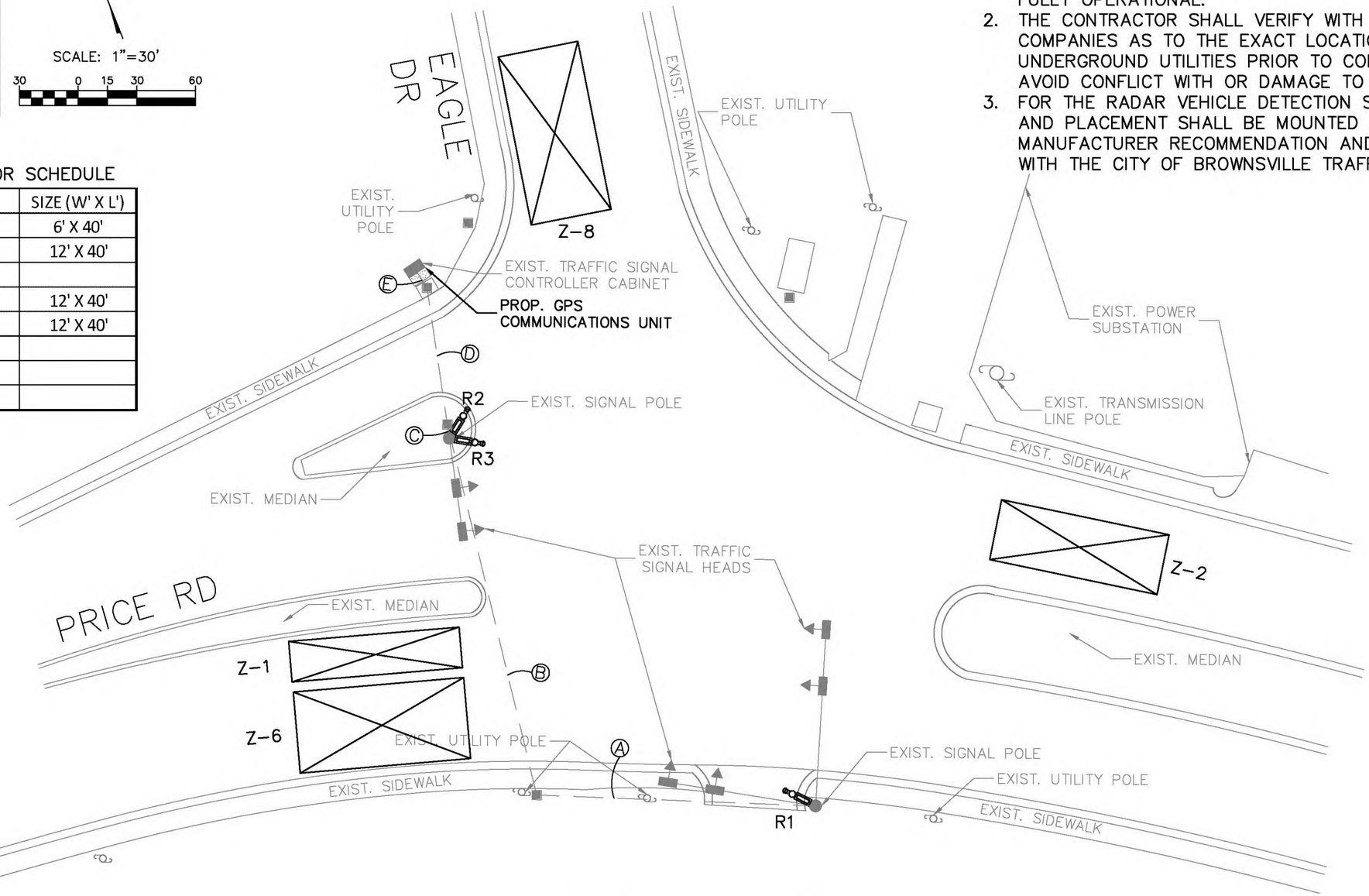
SCALE: 1"=30'

30 0 15 30 60

NOTES:
1. THE CONTRACTOR SHALL FURNISH AND INSTALL RADAR VEHICLE DETECTION SYSTEM, AND GPS COMMUNICATIONS UNIT ON EXISTING CONTROLLER CABINET UNIT AND MAKE FULLY OPERATIONAL.
2. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES AS TO THE EXACT LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT WITH OR DAMAGE TO THESE UTILITIES.
3. FOR THE RADAR VEHICLE DETECTION SYSTEM, LOCATION AND PLACEMENT SHALL BE MOUNTED AS PER MANUFACTURER RECOMMENDATION AND IN COORDINATION WITH THE CITY OF BROWNSVILLE TRAFFIC DEPARTMENT.

RADAR DETECTOR SCHEDULE

UNIT	ZONE	SIZE (W' X L')
R1	Z-1	6' X 40'
	Z-6	12' X 40'
R2		
	Z-8	12' X 40'
R3	Z-2	12' X 40'



ELECTRICAL SCHEDULE

ITEM	TOTAL QTY	ADD QTY	RUN NUMBER	A	B	C	D	E
			RUN LENGTH	91	97	25	35	5
RVDS COMM. CABLE	394	36	ETHERNET	1	1	2	3	3

* INCLUDES QUANTITY ON SIGNAL POLE AND/OR LUMINAIRE ARMS FOR FUTURE USE

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
6008	0001	RVDS (PRESENCE AND ADVANCE DETECTION)	EA	3.00
6008	****	RADAR PRESENCE DETECTOR COMM CABLE	LF	394.00
6061	0001	GPS COMMUNICATIONS UNIT	EA	1.00

**** FOR CONTRACTORS INFORMATION ONLY. THIS ITEM IS SUBSIDIARY TO ITEM 6008

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

Revision: NO. | DESCRIPTION | DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
⑬
PRICE AT EAGLE

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
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Weslaco, Texas 78599
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aldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342

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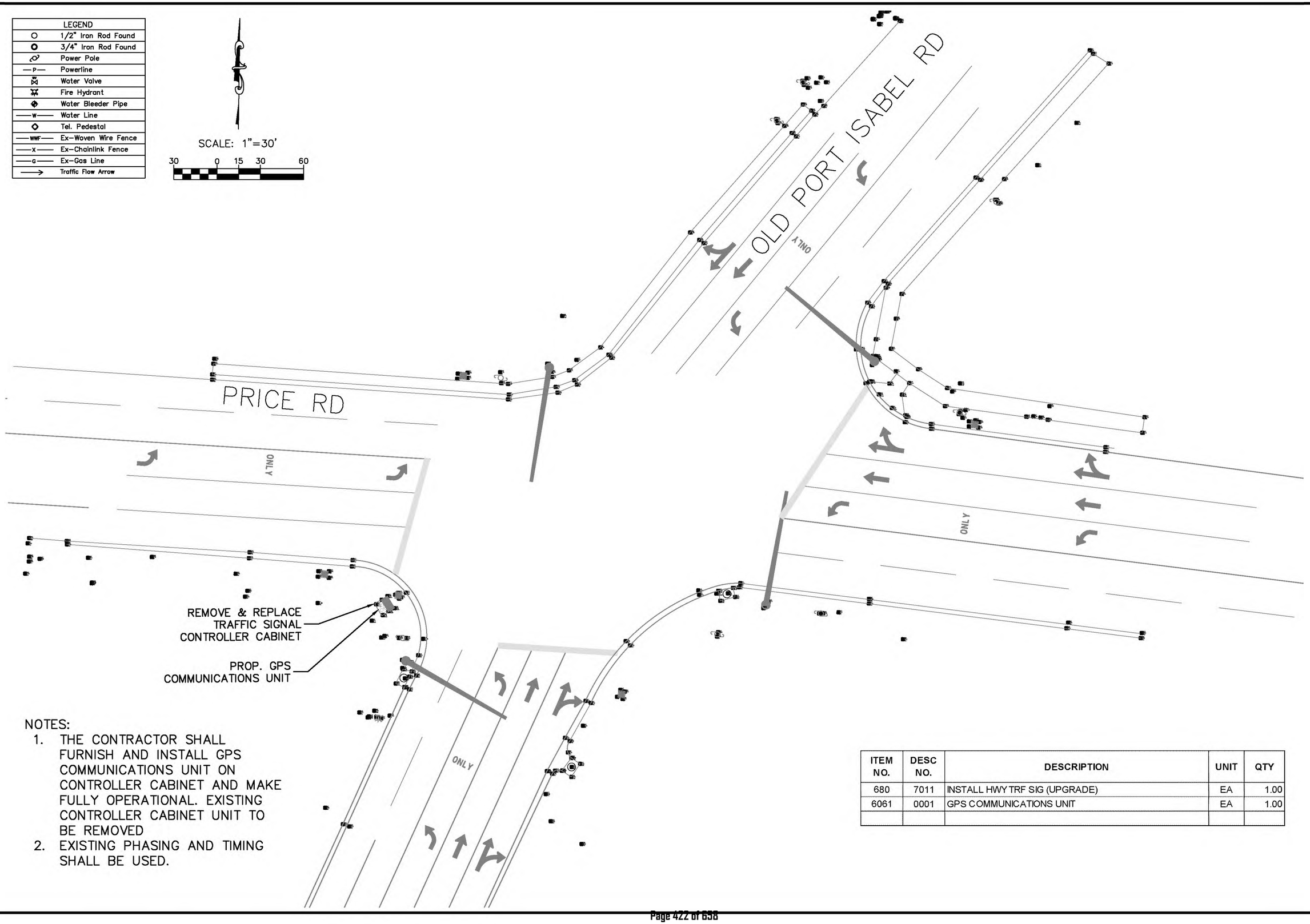
FILE NAME: P:\PROJECTS\2022\220342 BROWNSVILLE CRP SIGNALS PS&E\SHEETS\1-14-PROPOSED IMPROVEMENTS.DWG PLOT DATE: April 20, 2026

100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
⟶	Traffic Flow Arrow

SCALE: 1"=30'

30 0 15 30 60



NOTES:

1. THE CONTRACTOR SHALL FURNISH AND INSTALL GPS COMMUNICATIONS UNIT ON CONTROLLER CABINET AND MAKE FULLY OPERATIONAL. EXISTING CONTROLLER CABINET UNIT TO BE REMOVED
2. EXISTING PHASING AND TIMING SHALL BE USED.

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
680	7011	INSTALL HWY TRF SIG (UPGRADE)	EA	1.00
6061	0001	GPS COMMUNICATIONS UNIT	EA	1.00

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

Revision:

NO.	DESCRIPTION	DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
⑭
PRICE AT OLD PI

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
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aldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342

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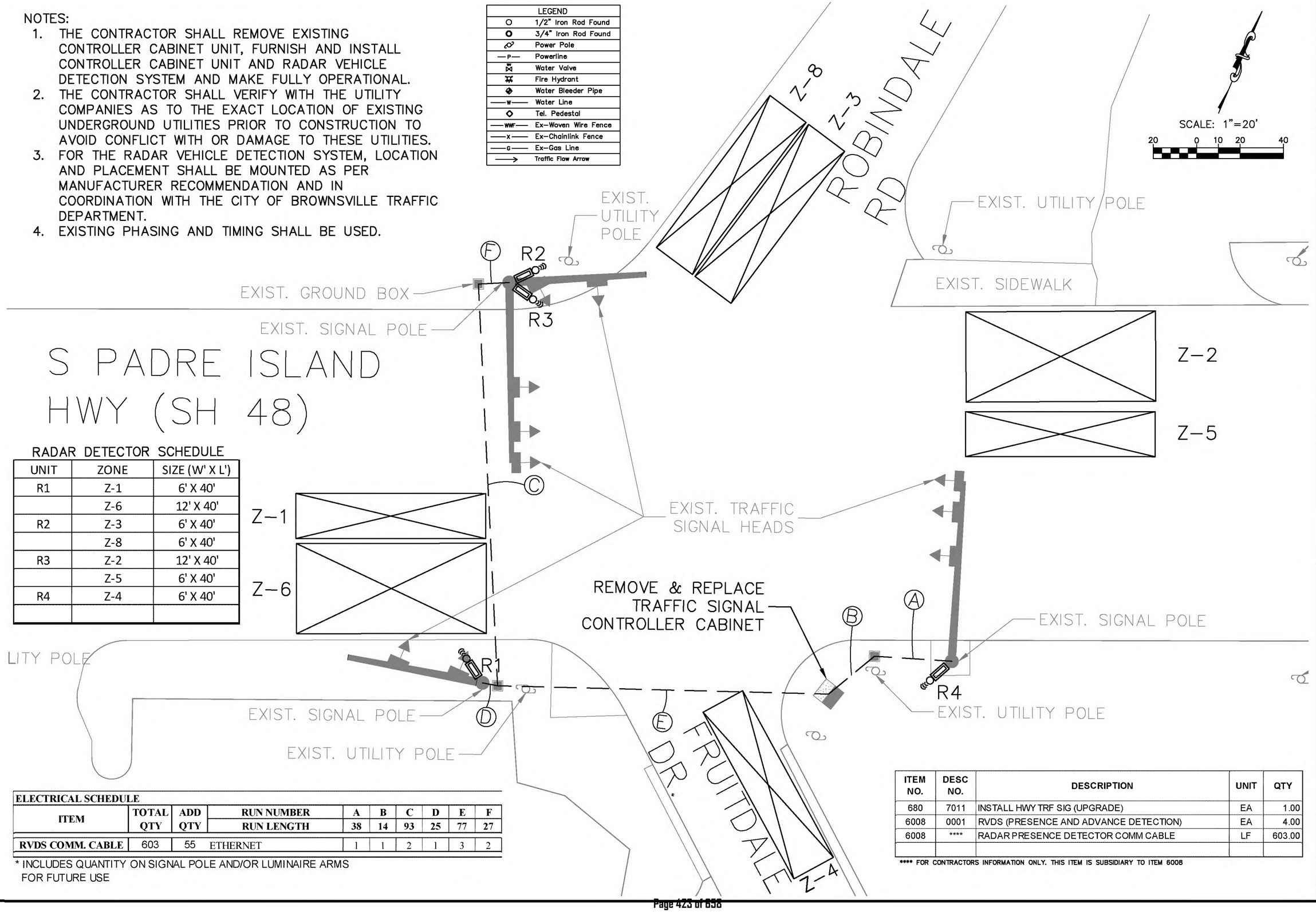
FILE NAME: Z:\PROJECTS\2025\220342 BROWNSVILLE CRP SIGNALS PS&E\CADD\1-14-PROPOSED IMPROVEMENTS.DWG PLOT DATE: April 20, 2026

100% SUBMITTAL

NOTES:

1. THE CONTRACTOR SHALL REMOVE EXISTING CONTROLLER CABINET UNIT, FURNISH AND INSTALL CONTROLLER CABINET UNIT AND RADAR VEHICLE DETECTION SYSTEM AND MAKE FULLY OPERATIONAL.
2. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES AS TO THE EXACT LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT WITH OR DAMAGE TO THESE UTILITIES.
3. FOR THE RADAR VEHICLE DETECTION SYSTEM, LOCATION AND PLACEMENT SHALL BE MOUNTED AS PER MANUFACTURER RECOMMENDATION AND IN COORDINATION WITH THE CITY OF BROWNSVILLE TRAFFIC DEPARTMENT.
4. EXISTING PHASING AND TIMING SHALL BE USED.

LEGEND	
O	1/2" Iron Rod Found
O	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
⟶	Traffic Flow Arrow



RADAR DETECTOR SCHEDULE

UNIT	ZONE	SIZE (W' X L')
R1	Z-1	6' X 40'
	Z-6	12' X 40'
R2	Z-3	6' X 40'
	Z-8	6' X 40'
R3	Z-2	12' X 40'
	Z-5	6' X 40'
R4	Z-4	6' X 40'

ELECTRICAL SCHEDULE

ITEM	TOTAL QTY	ADD QTY	RUN NUMBER / RUN LENGTH	A 38	B 14	C 93	D 25	E 77	F 27
RVDS COMM. CABLE	603	55	ETHERNET	1	1	2	1	3	2

* INCLUDES QUANTITY ON SIGNAL POLE AND/OR LUMINAIRE ARMS FOR FUTURE USE

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
680	7011	INSTALL HWY TRF SIG (UPGRADE)	EA	1.00
6008	0001	RVDS (PRESENCE AND ADVANCE DETECTION)	EA	4.00
6008	****	RADAR PRESENCE DETECTOR COMM CABLE	LF	603.00

**** FOR CONTRACTORS INFORMATION ONLY. THIS ITEM IS SUBSIDIARY TO ITEM 6008

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

Revision: NO.	DESCRIPTION	DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
(15)
SH 48 AT ROBINDALE

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
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aaldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342
Sheet 39 Of 70

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PLOT DATE: April 20, 2026

100% SUBMITTAL

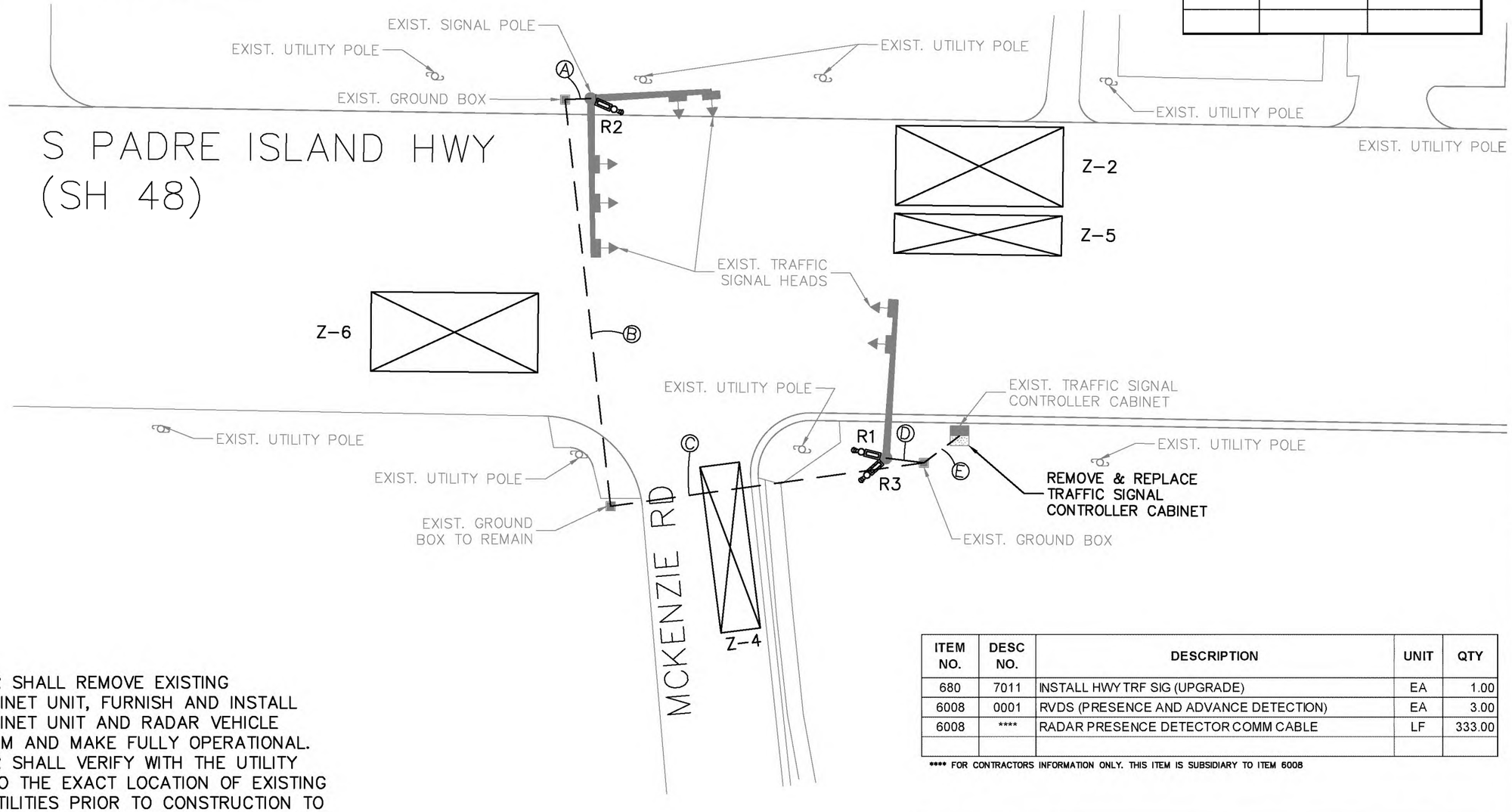
LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
	Tel. Pedestal
—WWF—	Ex–Woven Wire Fence
—X—	Ex–Chainlink Fence
—G—	Ex–Gas Line
——→	Traffic Flow Arrow

SCALE: 1"=30'

30 0 15 30 60

RADAR DETECTOR SCHEDULE

UNIT	ZONE	SIZE (W' X L')
R1		
	Z-6	12' X 40'
R2	Z-2	12' X 40'
	Z-5	6' X 40'
R3	Z-4	6' X 40'



NOTES:

1. THE CONTRACTOR SHALL REMOVE EXISTING CONTROLLER CABINET UNIT, FURNISH AND INSTALL CONTROLLER CABINET UNIT AND RADAR VEHICLE DETECTION SYSTEM AND MAKE FULLY OPERATIONAL.
2. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES AS TO THE EXACT LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT WITH OR DAMAGE TO THESE UTILITIES.
3. FOR THE RADAR VEHICLE DETECTION SYSTEM, LOCATION AND PLACEMENT SHALL BE MOUNTED AS PER MANUFACTURER RECOMMENDATION AND IN COORDINATION WITH THE CITY OF BROWNSVILLE TRAFFIC DEPARTMENT.
4. EXISTING PHASING AND TIMING SHALL BE USED.

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
680	7011	INSTALL HWY TRF SIG (UPGRADE)	EA	1.00
6008	0001	RVDS (PRESENCE AND ADVANCE DETECTION)	EA	3.00
6008	****	RADAR PRESENCE DETECTOR COMM CABLE	LF	333.00

**** FOR CONTRACTORS INFORMATION ONLY. THIS ITEM IS SUBSIDIARY TO ITEM 6008

ELECTRICAL SCHEDULE

ITEM	TOTAL QTY	ADD QTY	RUN NUMBER / RUN LENGTH	A	B	C	D	E
			RUN NUMBER	27	107	73	30	12
RVDS COMM. CABLE	333	30	ETHERNET	1	1	1	2	3

* INCLUDES QUANTITY ON SIGNAL POLE AND/OR LUMINAIRE ARMS FOR FUTURE USE

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

Revision: NO.	DESCRIPTION	DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED
PROFESSIONAL ENGINEER
April 20, 2026

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
SH 48 AT MCKENZIE

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
Off: (956) 272-1496
Texas Registered Engineering Firm F-9769
aaldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342

Sheet 40 Of 70

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FILE NAME: Z:\PROJECTS\2022\220342 BROWNSVILLE CRP SIGNALS PS&E\220342-16-PROPOSED IMPROVEMENTS.DWG PLOT DATE: April 20, 2026

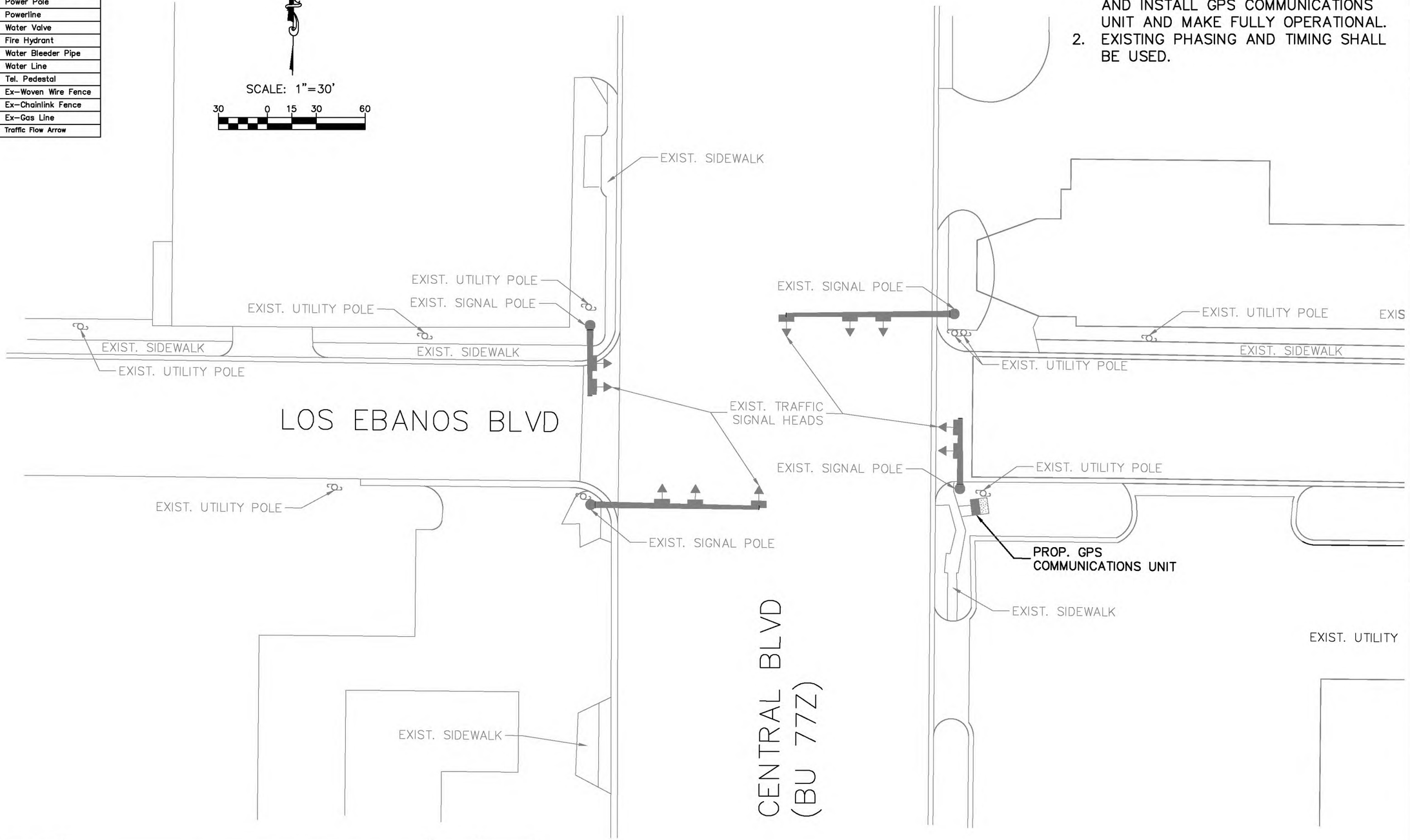
100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
⟶	Traffic Flow Arrow

SCALE: 1"=30'

30 0 15 30 60

NOTES:
1. THE CONTRACTOR SHALL FURNISH AND INSTALL GPS COMMUNICATIONS UNIT AND MAKE FULLY OPERATIONAL.
2. EXISTING PHASING AND TIMING SHALL BE USED.



ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
6061	0001	GPS COMMUNICATIONS UNIT	EA	1.00

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

Revision: NO.	DESCRIPTION	DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
⑰
CENTRAL AT LOS EBANOS

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
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Weslaco, Texas 78599
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aldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342
Sheet 41 Of 70

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PLT NAME: Z:\PROJECTS\2022\220342 BROWNSVILLE CRP SIGNALS PS&E\CADD\15-30-PROPOSED IMPROVEMENTS.DWG PLOT DATE: April 20, 2026

100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
◇	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
→	Traffic Flow Arrow

SCALE: 1"=20'

20 0 10 20 40

CENTRAL BLVD (BU 77Z)

EXIST.

EXIST. SIGNAL POLE

EXIST. UTILITY POLE

EXIST. SIGNAL POLE

EXIST. TRAFFIC SIGNAL HEADS

BOCA CHICA BLVD (SH 48)

EXIST. UTILITY POLE

EXIST. SIGNAL POLE

EXIST. TRAFFIC SIGNAL CONTROLLER CABINET

PROP. GPS COMMUNICATIONS UNIT

EXIST. SIGNAL POLE

SIDEWALK

NOTES:
1. THE CONTRACTOR SHALL FURNISH AND INSTALL GPS COMMUNICATIONS UNIT AND MAKE FULLY OPERATIONAL.
2. EXISTING PHASING AND TIMING SHALL BE USED.

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
6061	0001	GPS COMMUNICATIONS UNIT	EA	1.00

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

Revision: NO.	DESCRIPTION	DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
(18)
CENTRAL AT BOCA CHICA

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
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Weslaco, Texas 78599
Off: (956) 272-1496
Texas Registered Engineering Firm F-9769
aldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342

Sheet 42 Of 70

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PLT: MAKE N:\PROJECTS\2022\220342 BROWNSVILLE CRP SIGNALS PS&E\CADD\V8-25-2026\SIGNAL IMPROVEMENTS.DWG PLOT DATE: April 20, 2026

100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
W	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
→	Traffic Flow Arrow

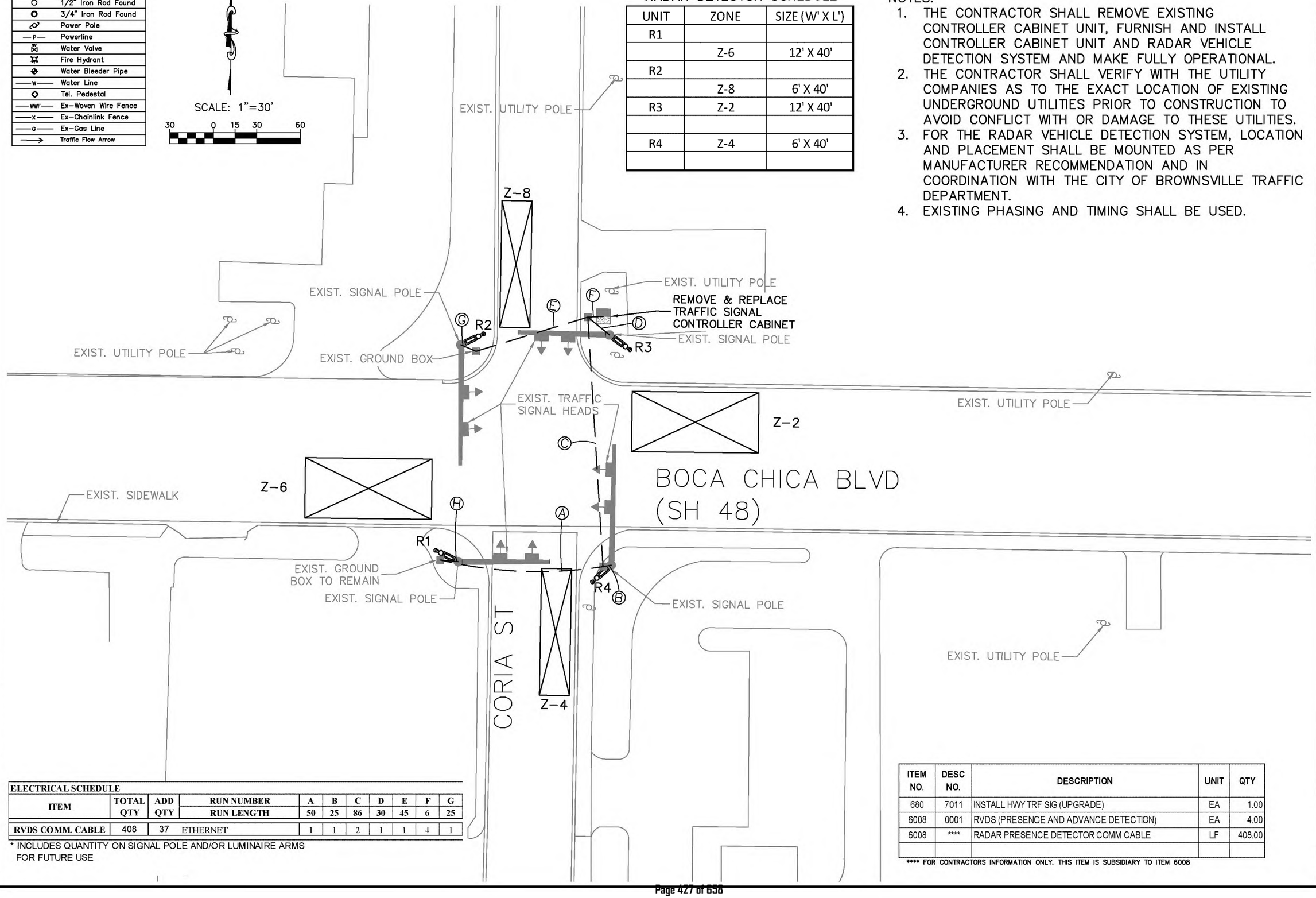
SCALE: 1"=30'

30 0 15 30 60

RADAR DETECTOR SCHEDULE

UNIT	ZONE	SIZE (W' X L')
R1		
	Z-6	12' X 40'
R2		
	Z-8	6' X 40'
R3	Z-2	12' X 40'
R4	Z-4	6' X 40'

NOTES:
1. THE CONTRACTOR SHALL REMOVE EXISTING CONTROLLER CABINET UNIT, FURNISH AND INSTALL CONTROLLER CABINET UNIT AND RADAR VEHICLE DETECTION SYSTEM AND MAKE FULLY OPERATIONAL.
2. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES AS TO THE EXACT LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT WITH OR DAMAGE TO THESE UTILITIES.
3. FOR THE RADAR VEHICLE DETECTION SYSTEM, LOCATION AND PLACEMENT SHALL BE MOUNTED AS PER MANUFACTURER RECOMMENDATION AND IN COORDINATION WITH THE CITY OF BROWNSVILLE TRAFFIC DEPARTMENT.
4. EXISTING PHASING AND TIMING SHALL BE USED.



ELECTRICAL SCHEDULE										
ITEM	TOTAL QTY	ADD QTY	RUN NUMBER / RUN LENGTH	A 50	B 25	C 86	D 30	E 45	F 6	G 25
RVDS COMM. CABLE	408	37	ETHERNET	1	1	2	1	1	4	1

* INCLUDES QUANTITY ON SIGNAL POLE AND/OR LUMINAIRE ARMS FOR FUTURE USE

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
680	7011	INSTALL HWY TRF SIG (UPGRADE)	EA	1.00
6008	0001	RVDS (PRESENCE AND ADVANCE DETECTION)	EA	4.00
6008	****	RADAR PRESENCE DETECTOR COMM CABLE	LF	408.00

**** FOR CONTRACTORS INFORMATION ONLY. THIS ITEM IS SUBSIDIARY TO ITEM 6008

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

Revision: NO.	DESCRIPTION	DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026
DATE

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
⑲
BOCA CHICA AT CORIA

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
Off: (956) 272-1496
Texas Registered Engineering Firm F-9769
aldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342

Sheet 43 Of 70

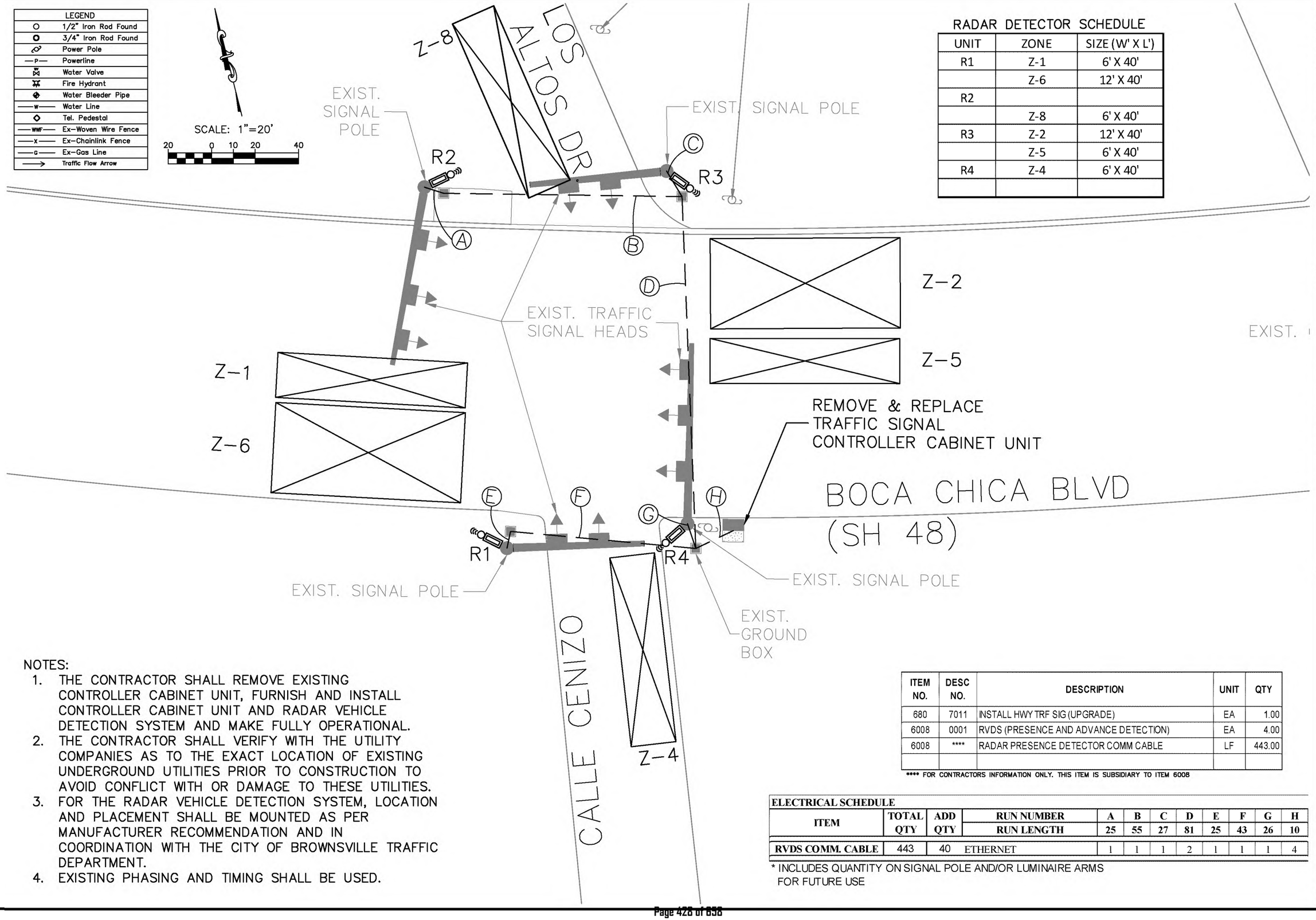
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100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
→	Traffic Flow Arrow

SCALE: 1"=20'

20 0 10 20 40



RADAR DETECTOR SCHEDULE

UNIT	ZONE	SIZE (W' X L')
R1	Z-1	6' X 40'
	Z-6	12' X 40'
R2		
	Z-8	6' X 40'
R3	Z-2	12' X 40'
	Z-5	6' X 40'
R4	Z-4	6' X 40'

NOTES:

1. THE CONTRACTOR SHALL REMOVE EXISTING CONTROLLER CABINET UNIT, FURNISH AND INSTALL CONTROLLER CABINET UNIT AND RADAR VEHICLE DETECTION SYSTEM AND MAKE FULLY OPERATIONAL.
2. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES AS TO THE EXACT LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT WITH OR DAMAGE TO THESE UTILITIES.
3. FOR THE RADAR VEHICLE DETECTION SYSTEM, LOCATION AND PLACEMENT SHALL BE MOUNTED AS PER MANUFACTURER RECOMMENDATION AND IN COORDINATION WITH THE CITY OF BROWNSVILLE TRAFFIC DEPARTMENT.
4. EXISTING PHASING AND TIMING SHALL BE USED.

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
680	7011	INSTALL HWY TRF SIG (UPGRADE)	EA	1.00
6008	0001	RVDS (PRESENCE AND ADVANCE DETECTION)	EA	4.00
6008	****	RADAR PRESENCE DETECTOR COMM CABLE	LF	443.00

**** FOR CONTRACTORS INFORMATION ONLY. THIS ITEM IS SUBSIDIARY TO ITEM 6008

ELECTRICAL SCHEDULE

ITEM	TOTAL QTY	ADD QTY	RUN NUMBER / RUN LENGTH	A	B	C	D	E	F	G	H
			RUN NUMBER	25	55	27	81	25	43	26	10
RVDS COMM. CABLE	443	40	ETHERNET	1	1	1	2	1	1	1	4

* INCLUDES QUANTITY ON SIGNAL POLE AND/OR LUMINAIRE ARMS FOR FUTURE USE

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

Revision: NO. DESCRIPTION DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026
DATE

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
20
BOCA CHICA AT CALLE CENIZO

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
Off: (956) 272-1496
Texas Registered Engineering Firm F-9769
aaldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342

Sheet 44 Of 70

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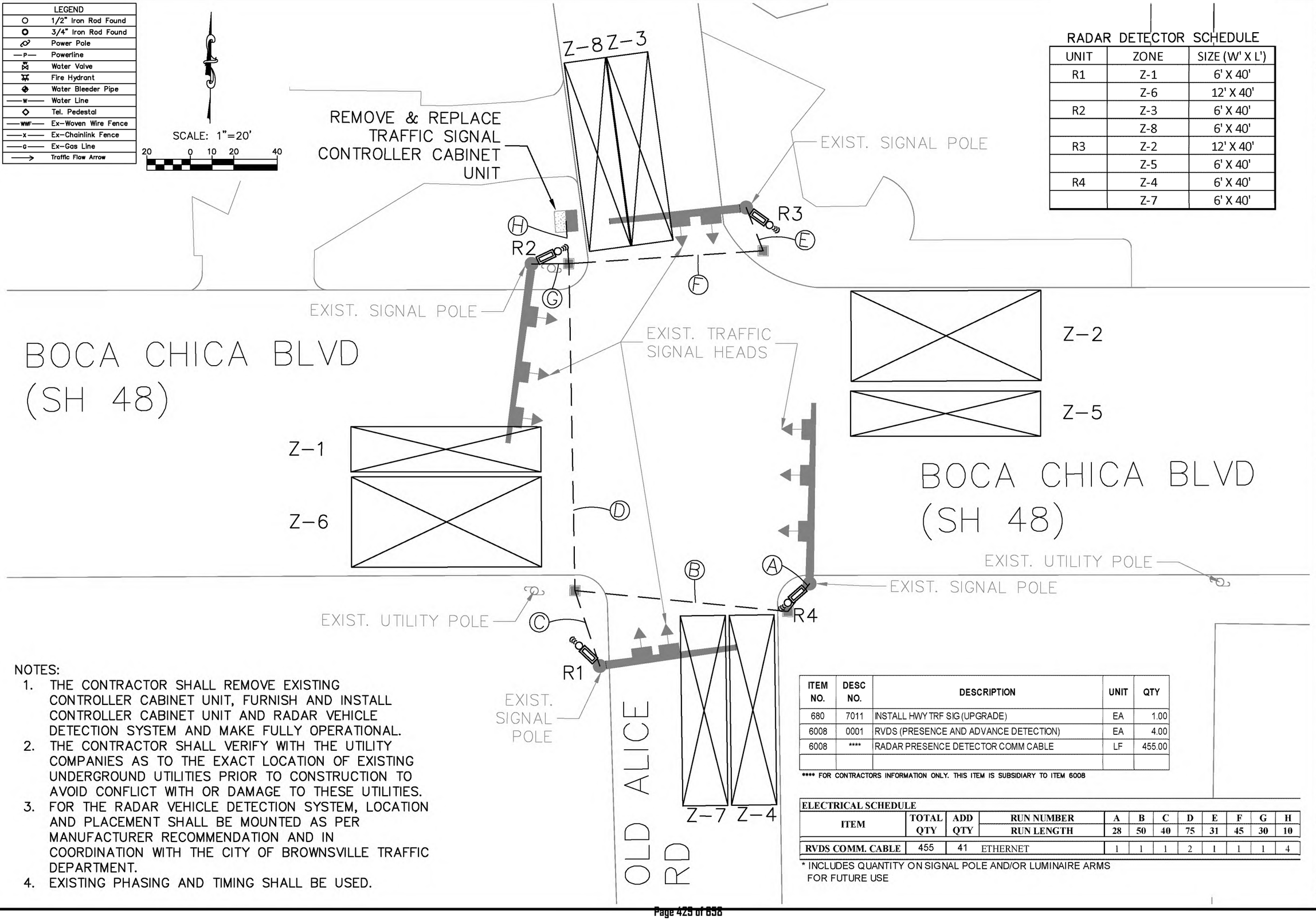
FILE NAME: Z:\PROJECTS\2022\220342 BROWNSVILLE CRP SIGNALS PS&E\CAD\PLAN SHEETS\20-BOCA CHICA AT CALLE CENIZO.dgn PLOT DATE: April 20, 2026

100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
◇	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
→	Traffic Flow Arrow

SCALE: 1"=20'

20 0 10 20 40



RADAR DETECTOR SCHEDULE

UNIT	ZONE	SIZE (W' X L')
R1	Z-1	6' X 40'
	Z-6	12' X 40'
R2	Z-3	6' X 40'
	Z-8	6' X 40'
R3	Z-2	12' X 40'
	Z-5	6' X 40'
R4	Z-4	6' X 40'
	Z-7	6' X 40'

NOTES:
1. THE CONTRACTOR SHALL REMOVE EXISTING CONTROLLER CABINET UNIT, FURNISH AND INSTALL CONTROLLER CABINET UNIT AND RADAR VEHICLE DETECTION SYSTEM AND MAKE FULLY OPERATIONAL.
2. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES AS TO THE EXACT LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT WITH OR DAMAGE TO THESE UTILITIES.
3. FOR THE RADAR VEHICLE DETECTION SYSTEM, LOCATION AND PLACEMENT SHALL BE MOUNTED AS PER MANUFACTURER RECOMMENDATION AND IN COORDINATION WITH THE CITY OF BROWNSVILLE TRAFFIC DEPARTMENT.
4. EXISTING PHASING AND TIMING SHALL BE USED.

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
680	7011	INSTALL HWY TRF SIG (UPGRADE)	EA	1.00
6008	0001	RVDS (PRESENCE AND ADVANCE DETECTION)	EA	4.00
6008	****	RADAR PRESENCE DETECTOR COMM CABLE	LF	455.00

**** FOR CONTRACTORS INFORMATION ONLY. THIS ITEM IS SUBSIDIARY TO ITEM 6008

ELECTRICAL SCHEDULE

ITEM	TOTAL QTY	ADD QTY	RUN NUMBER / RUN LENGTH	A	B	C	D	E	F	G	H
			RUN NUMBER	28	50	40	75	31	45	30	10
RVDS COMM. CABLE	455	41	ETHERNET	1	1	1	2	1	1	1	4

* INCLUDES QUANTITY ON SIGNAL POLE AND/OR LUMINAIRE ARMS FOR FUTURE USE

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

NO.	Revision: DESCRIPTION	DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026
DATE

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E (21)
BOCA CHICA AT OLD ALICE

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
Texas Registered Engineering Firm F-9769
Off: (956) 272-1496
aldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342

Sheet 45 Of 70

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FILE NAME: N:\PROJECTS\2022\220342 BROWNSVILLE CRP SIGNALS PS&E\CAD\16-35-BOCA CHICA AT OLD ALICE.dgn PLOT DATE: April 20, 2026

100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
→	Traffic Flow Arrow

SCALE: 1"=30'

30 0 15 30 60

RADAR DETECTOR SCHEDULE

UNIT	ZONE	SIZE (W' X L')
R1	Z-1	6' X 40'
	Z-6	18' X 40'
R2	Z-3	6' X 40'
	Z-8	12' X 40'
R3	Z-2	18' X 40'
	Z-5	6' X 40'
R4	Z-4	12' X 40'
	Z-7	6' X 40'

ELECTRICAL SCHEDULE

ITEM	TOTAL QTY	ADD QTY	RUN NUMBER / RUN LENGTH	A	B	C	D	E	F	G	H
				119	33	105	30	114	30	8	30
RVDS COMM. CABLE	658	60	ETHERNET	1	1	2	1	1	1	4	1

* INCLUDES QUANTITY ON SIGNAL POLE AND/OR LUMINAIRE ARMS FOR FUTURE USE

OLD PORT ISABEL RD

MCDAVITT BLVD.

BOCA CHICA BLVD (SH 48)

EXIST. TRAFFIC SIGNAL CONTROLLER CABINET

EXIST. SIGNAL POLE

EXIST. SIDEWALK

EXIST. TRAFFIC SIGNAL HEADS

EXIST. UTILITY POLE

R1 R2 R3 R4

Z-1 Z-2 Z-3 Z-4 Z-5 Z-6 Z-7 Z-8

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
6008	0001	RVDS (PRESENCE AND ADVANCE DETECTION)	EA	4.00
6008	****	RADAR PRESENCE DETECTOR COMM CABLE	LF	658.00

**** FOR CONTRACTORS INFORMATION ONLY. THIS ITEM IS SUBSIDIARY TO ITEM 6008

NOTES:
1. THE CONTRACTOR SHALL FURNISH AND INSTALL RADAR VEHICLE DETECTION SYSTEM AND MAKE FULLY OPERATIONAL.
2. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES AS TO THE EXACT LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT WITH OR DAMAGE TO THESE UTILITIES.
3. FOR THE RADAR VEHICLE DETECTION SYSTEM, LOCATION AND PLACEMENT SHALL BE MOUNTED AS PER MANUFACTURER RECOMMENDATION AND IN COORDINATION WITH THE CITY OF BROWNSVILLE TRAFFIC DEPARTMENT.
4. EXISTING PHASING AND TIMING SHALL BE USED.

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

Revision: NO. | DESCRIPTION | DATE

STATE OF TEXAS — ALBERTO J. ALDANA — 79962 — REGISTERED PROFESSIONAL ENGINEER — April 20, 2026

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
(22)
BOCA CHICA AT OLD PI

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
Off: (956) 272-1496
Texas Registered Engineering Firm F-9769
aldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342
Sheet 46 Of 70

PLOT DATE: April 20, 2026

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100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
——→	Traffic Flow Arrow

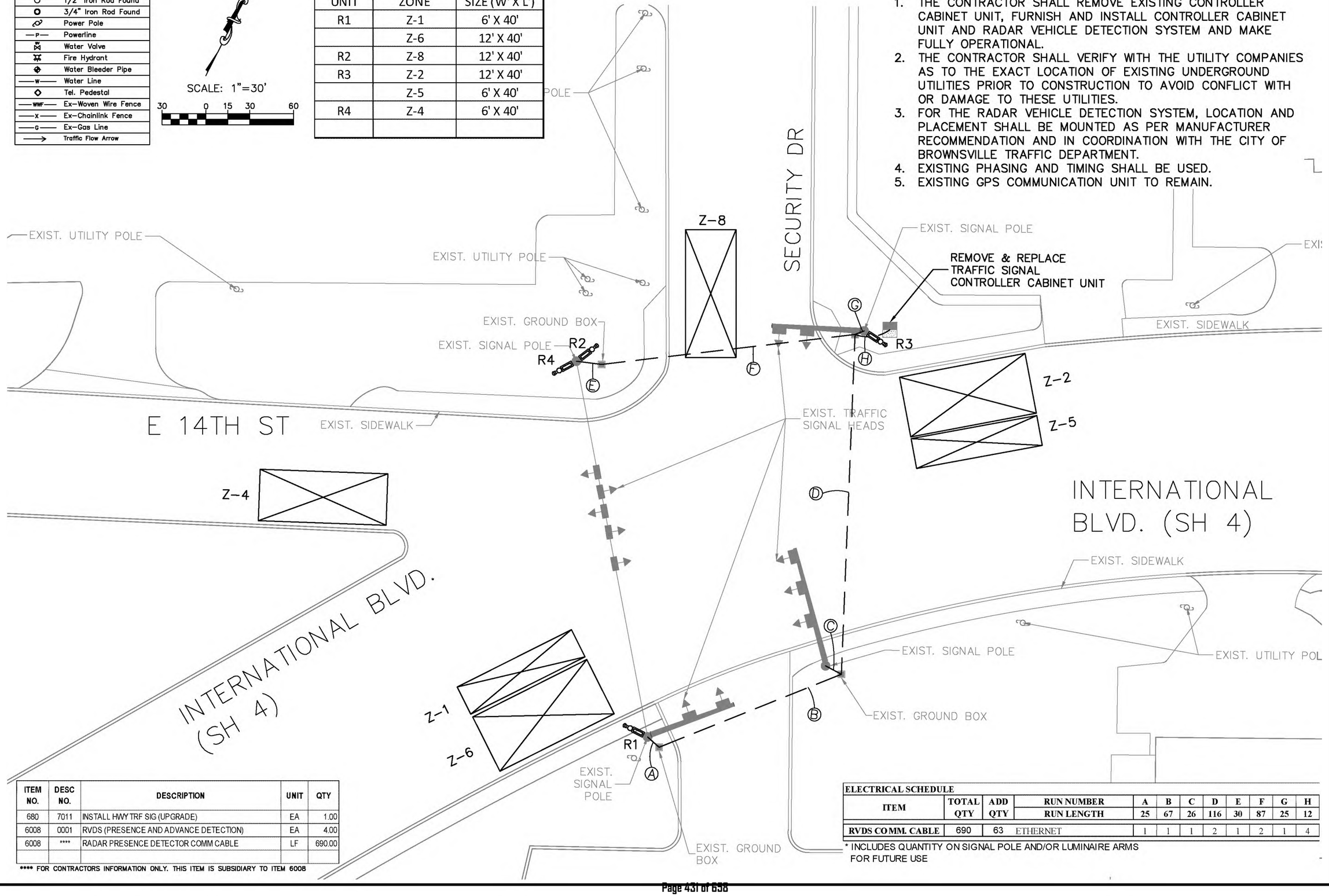
SCALE: 1"=30'

30 0 15 30 60

RADAR DETECTOR SCHEDULE

UNIT	ZONE	SIZE (W' X L')
R1	Z-1	6' X 40'
	Z-6	12' X 40'
R2	Z-8	12' X 40'
R3	Z-2	12' X 40'
	Z-5	6' X 40'
R4	Z-4	6' X 40'

NOTES:
1. THE CONTRACTOR SHALL REMOVE EXISTING CONTROLLER CABINET UNIT, FURNISH AND INSTALL CONTROLLER CABINET UNIT AND RADAR VEHICLE DETECTION SYSTEM AND MAKE FULLY OPERATIONAL.
2. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES AS TO THE EXACT LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT WITH OR DAMAGE TO THESE UTILITIES.
3. FOR THE RADAR VEHICLE DETECTION SYSTEM, LOCATION AND PLACEMENT SHALL BE MOUNTED AS PER MANUFACTURER RECOMMENDATION AND IN COORDINATION WITH THE CITY OF BROWNSVILLE TRAFFIC DEPARTMENT.
4. EXISTING PHASING AND TIMING SHALL BE USED.
5. EXISTING GPS COMMUNICATION UNIT TO REMAIN.



ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
680	7011	INSTALL HWY TRF SIG (UPGRADE)	EA	1.00
6008	0001	RVDS (PRESENCE AND ADVANCE DETECTION)	EA	4.00
6008	****	RADAR PRESENCE DETECTOR COMM CABLE	LF	690.00

**** FOR CONTRACTORS INFORMATION ONLY. THIS ITEM IS SUBSIDIARY TO ITEM 6008

ELECTRICAL SCHEDULE

ITEM	TOTAL QTY	ADD QTY	RUN NUMBER	A	B	C	D	E	F	G	H
			RUN LENGTH	25	67	26	116	30	87	25	12
RVDS COMM. CABLE	690	63	ETHERNET	1	1	1	2	1	2	1	4

* INCLUDES QUANTITY ON SIGNAL POLE AND/OR LUMINAIRE ARMS FOR FUTURE USE

Checked By:	A.J.A.
Approved By:	A.J.A.
Drawn By:	A.A.
Date:	APRIL, 2026

NO.	DESCRIPTION	DATE

Revision:

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED
PROFESSIONAL ENGINEER
April 20, 2026

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
23
E 14TH AT SECURITY

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
Off: (956) 272-1496
Texas Registered Engineering Firm F-9769
aldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342

Sheet 47 Of 70

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PLT. NAME: L:\PROJECTS\2022\220342 BROWNSVILLE CRP SIGNALS PS&E\CAD\TRAFFIC\PLANS\220342-23-PROPOSED MPROPOSED.DWG PLOT DATE: April 20, 2026

100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
◇	Tel. Pedestal
—WWF—	Ex–Woven Wire Fence
—X—	Ex–Chainlink Fence
—G—	Ex–Gas Line
→	Traffic Flow Arrow

SCALE: 1"=30'

30 0 15 30 60

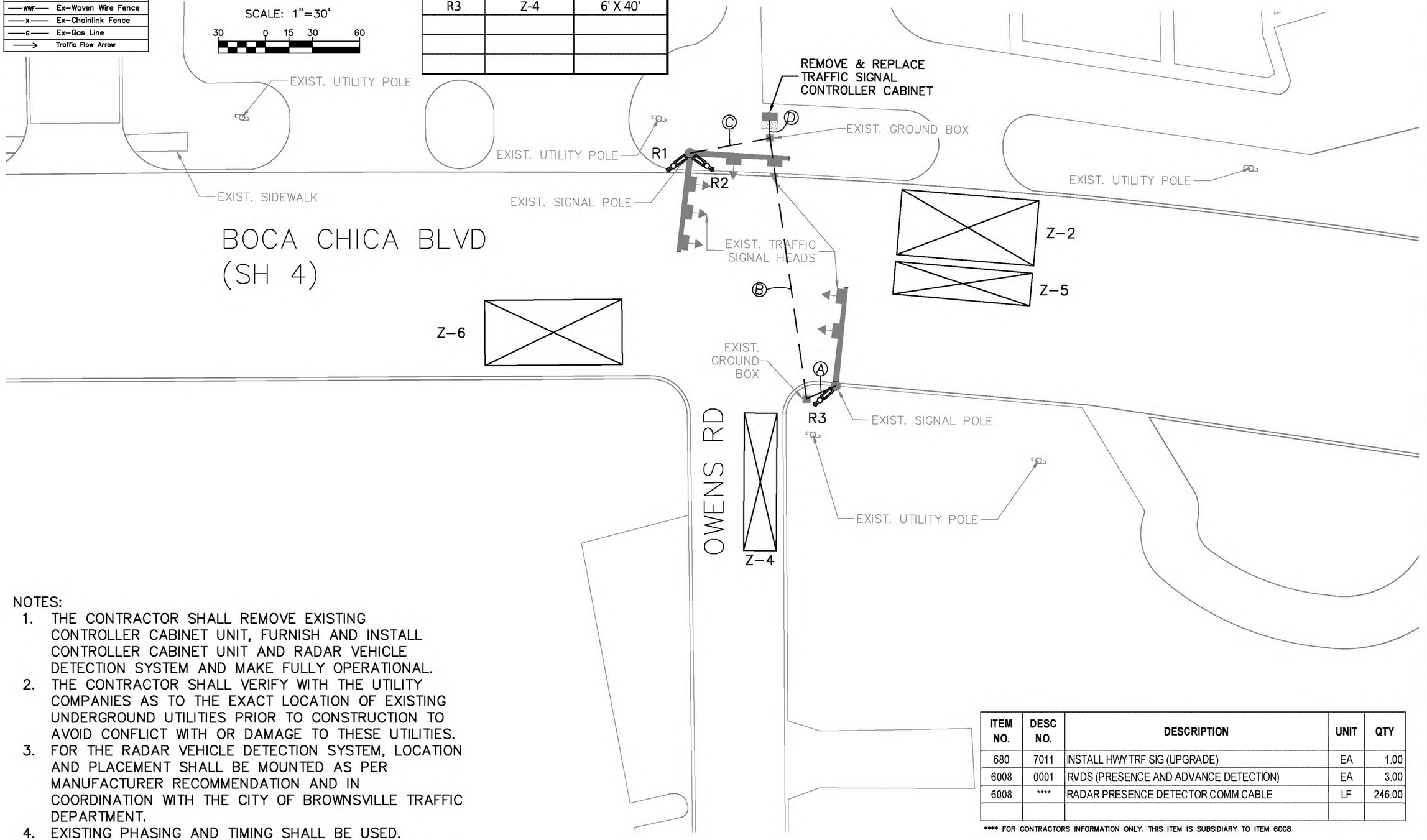
RADAR DETECTOR SCHEDULE

UNIT	ZONE	SIZE (W' X L')
R1		
	Z-6	12' X 40'
R2	Z-2	12' X 40'
	Z-5	6' X 40'
R3	Z-4	6' X 40'

ELECTRICAL SCHEDULE

ITEM	TOTAL QTY	ADD QTY	RUN NUMBER	A	B	C	D
			RUN LENGTH	30	84	46	6
RVDS COMM. CABLE	246	22	ETHERNET	1	1	2	3

* INCLUDES QUANTITY ON SIGNAL POLE AND/OR LUMINAIRE ARMS FOR FUTURE USE



NOTES:

1. THE CONTRACTOR SHALL REMOVE EXISTING CONTROLLER CABINET UNIT, FURNISH AND INSTALL CONTROLLER CABINET UNIT AND RADAR VEHICLE DETECTION SYSTEM AND MAKE FULLY OPERATIONAL.
2. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES AS TO THE EXACT LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT WITH OR DAMAGE TO THESE UTILITIES.
3. FOR THE RADAR VEHICLE DETECTION SYSTEM, LOCATION AND PLACEMENT SHALL BE MOUNTED AS PER MANUFACTURER RECOMMENDATION AND IN COORDINATION WITH THE CITY OF BROWNSVILLE TRAFFIC DEPARTMENT.
4. EXISTING PHASING AND TIMING SHALL BE USED.

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
680	7011	INSTALL HWY TRF SIG (UPGRADE)	EA	1.00
6008	0001	RVDS (PRESENCE AND ADVANCE DETECTION)	EA	3.00
6008	****	RADAR PRESENCE DETECTOR COMM CABLE	LF	246.00

**** FOR CONTRACTORS INFORMATION ONLY. THIS ITEM IS SUBSIDIARY TO ITEM 6008

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

Revision: NO. | DESCRIPTION | DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
(24)
SH 4 AT OWENS

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
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aaldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342
Sheet 48 Of 70

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FILE NAME: Z:\PROJECTS\2022\220342 BROWNSVILLE CRP SIGNALS PS&E\SHEETS\01-PROPOSED IMPROVEMENTS.DWG PLOT DATE: April 20, 2026

100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
⟶	Traffic Flow Arrow

SCALE: 1"=30'

30 0 15 30 60

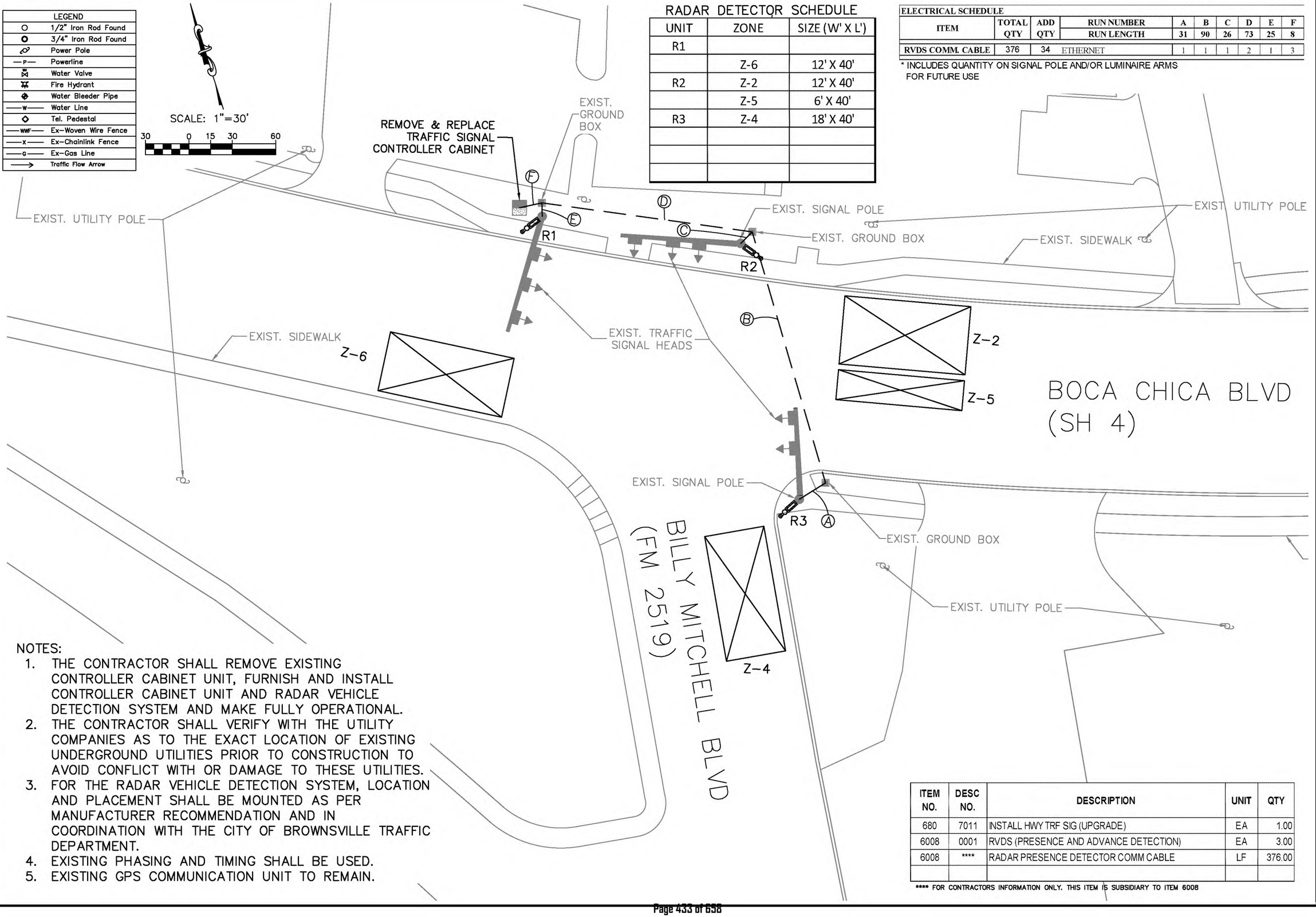
RADAR DETECTOR SCHEDULE

UNIT	ZONE	SIZE (W' X L')
R1		
	Z-6	12' X 40'
R2	Z-2	12' X 40'
	Z-5	6' X 40'
R3	Z-4	18' X 40'

ELECTRICAL SCHEDULE

ITEM	TOTAL QTY	ADD QTY	RUN NUMBER / RUN LENGTH	A	B	C	D	E	F
RVDS COMM. CABLE	376	34	ETHERNET	1	1	1	2	1	3

* INCLUDES QUANTITY ON SIGNAL POLE AND/OR LUMINAIRE ARMS FOR FUTURE USE



NOTES:

1. THE CONTRACTOR SHALL REMOVE EXISTING CONTROLLER CABINET UNIT, FURNISH AND INSTALL CONTROLLER CABINET UNIT AND RADAR VEHICLE DETECTION SYSTEM AND MAKE FULLY OPERATIONAL.
2. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES AS TO THE EXACT LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT WITH OR DAMAGE TO THESE UTILITIES.
3. FOR THE RADAR VEHICLE DETECTION SYSTEM, LOCATION AND PLACEMENT SHALL BE MOUNTED AS PER MANUFACTURER RECOMMENDATION AND IN COORDINATION WITH THE CITY OF BROWNSVILLE TRAFFIC DEPARTMENT.
4. EXISTING PHASING AND TIMING SHALL BE USED.
5. EXISTING GPS COMMUNICATION UNIT TO REMAIN.

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
680	7011	INSTALL HWY TRF SIG (UPGRADE)	EA	1.00
6008	0001	RVDS (PRESENCE AND ADVANCE DETECTION)	EA	3.00
6008	****	RADAR PRESENCE DETECTOR COMM CABLE	LF	376.00

**** FOR CONTRACTORS INFORMATION ONLY. THIS ITEM IS SUBSIDIARY TO ITEM 6008

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

NO.	Revision: DESCRIPTION	DATE

STATE OF TEXAS — ALBERTO J. ALDANA — 79962 — REGISTERED PROFESSIONAL ENGINEER — April 20, 2026 DATE

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E (25)
SH 4 AT BILLY MITCHELL

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
Off: (956) 272-1496
Texas Registered Engineering Firm F-9769
aldana@getdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342

Sheet 49 of 70

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100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
WV	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
→	Traffic Flow Arrow

SCALE: 1"=30'

30 0 15 30 60

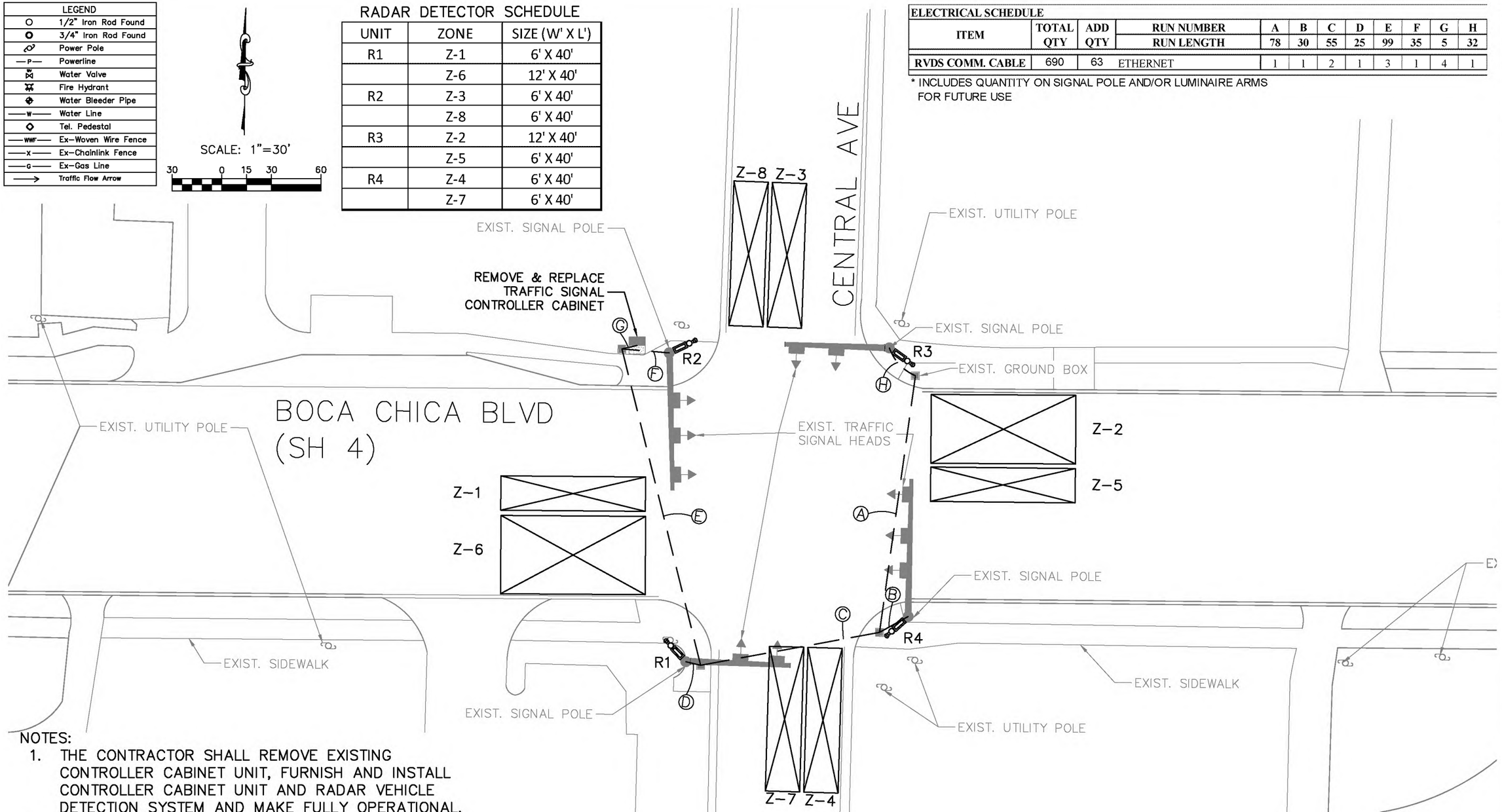
RADAR DETECTOR SCHEDULE

UNIT	ZONE	SIZE (W' X L')
R1	Z-1	6' X 40'
	Z-6	12' X 40'
R2	Z-3	6' X 40'
	Z-8	6' X 40'
R3	Z-2	12' X 40'
	Z-5	6' X 40'
R4	Z-4	6' X 40'
	Z-7	6' X 40'

ELECTRICAL SCHEDULE

ITEM	TOTAL QTY	ADD QTY	RUN NUMBER	A	B	C	D	E	F	G	H
			RUN LENGTH	78	30	55	25	99	35	5	32
RVDS COMM. CABLE	690	63	ETHERNET	1	1	2	1	3	1	4	1

* INCLUDES QUANTITY ON SIGNAL POLE AND/OR LUMINAIRE ARMS FOR FUTURE USE



NOTES:

1. THE CONTRACTOR SHALL REMOVE EXISTING CONTROLLER CABINET UNIT, FURNISH AND INSTALL CONTROLLER CABINET UNIT AND RADAR VEHICLE DETECTION SYSTEM AND MAKE FULLY OPERATIONAL.
2. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES AS TO THE EXACT LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT WITH OR DAMAGE TO THESE UTILITIES.
3. FOR THE RADAR VEHICLE DETECTION SYSTEM, LOCATION AND PLACEMENT SHALL BE MOUNTED AS PER MANUFACTURER RECOMMENDATION AND IN COORDINATION WITH THE CITY OF BROWNSVILLE TRAFFIC DEPARTMENT.
4. EXISTING PHASING AND TIMING SHALL BE USED.
5. EXISTING GPS COMMUNICATION UNIT TO REMAIN.

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
680	7011	INSTALL HWY TRF SIG (UPGRADE)	EA	1.00
6008	0001	RVDS (PRESENCE AND ADVANCE DETECTION)	EA	4.00
6008	****	RADAR PRESENCE DETECTOR COMM CABLE	LF	690.00

**** FOR CONTRACTORS INFORMATION ONLY. THIS ITEM IS SUBSIDIARY TO ITEM 6008

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

Revision: NO. DESCRIPTION DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026
DATE

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
(26)
SH 4 AT CENTRAL

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
Off: (956) 272-1496
Texas Registered Engineering Firm F-9769
aaldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342
Sheet 50 Of 70

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FILE NAME: Z:\PROJECTS\2025\SIGNALS\BROWNSVILLE CRP SIGNALS PS&E\CADD\PLAN SHEETS\SH 4 AT CENTRAL PROPOSED IMPROVEMENTS.DWG PLOT DATE: April 20, 2026

100% SUBMITTAL

LEGEND	
O	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
	Tel. Pedestal
—WWF—	Ex–Woven Wire Fence
—X—	Ex–Chainlink Fence
—G—	Ex–Gas Line
	Traffic Flow Arrow

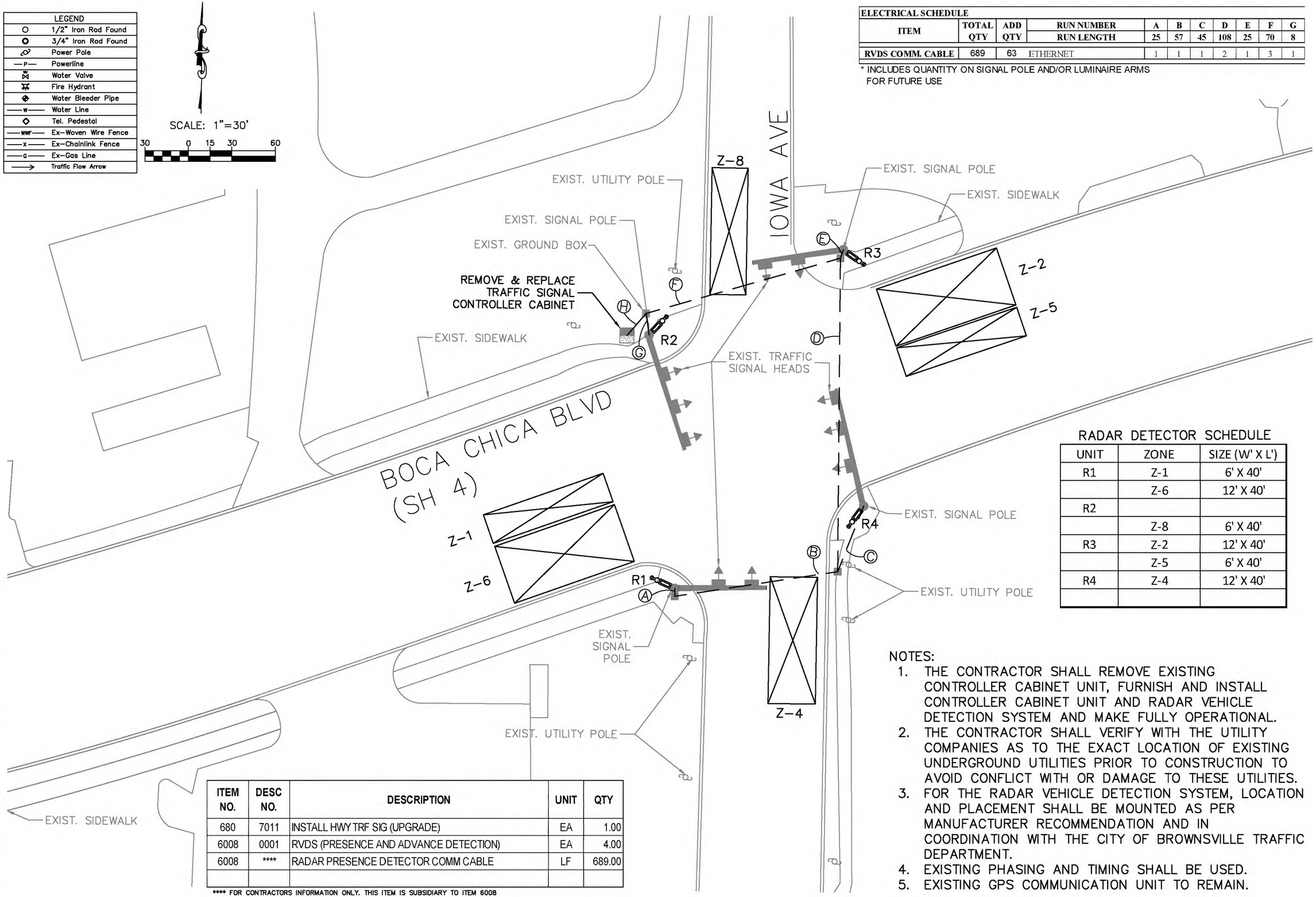
SCALE: 1"=30'

30 0 15 30 60

ELECTRICAL SCHEDULE

ITEM	TOTAL QTY	ADD QTY	RUN NUMBER	A	B	C	D	E	F	G
			RUN LENGTH	25	57	45	108	25	70	8
RVDS COMM. CABLE	689	63	ETHERNET	1	1	1	2	1	3	1

* INCLUDES QUANTITY ON SIGNAL POLE AND/OR LUMINAIRE ARMS FOR FUTURE USE



RADAR DETECTOR SCHEDULE

UNIT	ZONE	SIZE (W' X L')
R1	Z-1	6' X 40'
	Z-6	12' X 40'
R2		
	Z-8	6' X 40'
R3	Z-2	12' X 40'
	Z-5	6' X 40'
R4	Z-4	12' X 40'

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
680	7011	INSTALL HWY TRF SIG (UPGRADE)	EA	1.00
6008	0001	RVDS (PRESENCE AND ADVANCE DETECTION)	EA	4.00
6008	****	RADAR PRESENCE DETECTOR COMM CABLE	LF	689.00

**** FOR CONTRACTORS INFORMATION ONLY. THIS ITEM IS SUBSIDIARY TO ITEM 6008

NOTES:
1. THE CONTRACTOR SHALL REMOVE EXISTING CONTROLLER CABINET UNIT, FURNISH AND INSTALL CONTROLLER CABINET UNIT AND RADAR VEHICLE DETECTION SYSTEM AND MAKE FULLY OPERATIONAL.
2. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES AS TO THE EXACT LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT WITH OR DAMAGE TO THESE UTILITIES.
3. FOR THE RADAR VEHICLE DETECTION SYSTEM, LOCATION AND PLACEMENT SHALL BE MOUNTED AS PER MANUFACTURER RECOMMENDATION AND IN COORDINATION WITH THE CITY OF BROWNSVILLE TRAFFIC DEPARTMENT.
4. EXISTING PHASING AND TIMING SHALL BE USED.
5. EXISTING GPS COMMUNICATION UNIT TO REMAIN.

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

Revision: NO. | DESCRIPTION | DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026
DATE

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
(27)
SH 4 AT IOWA

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
Off: (956) 272-1496
Texas Registered Engineering Firm F-9769
aldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342

Sheet 51 Of 70

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100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
→	Traffic Flow Arrow

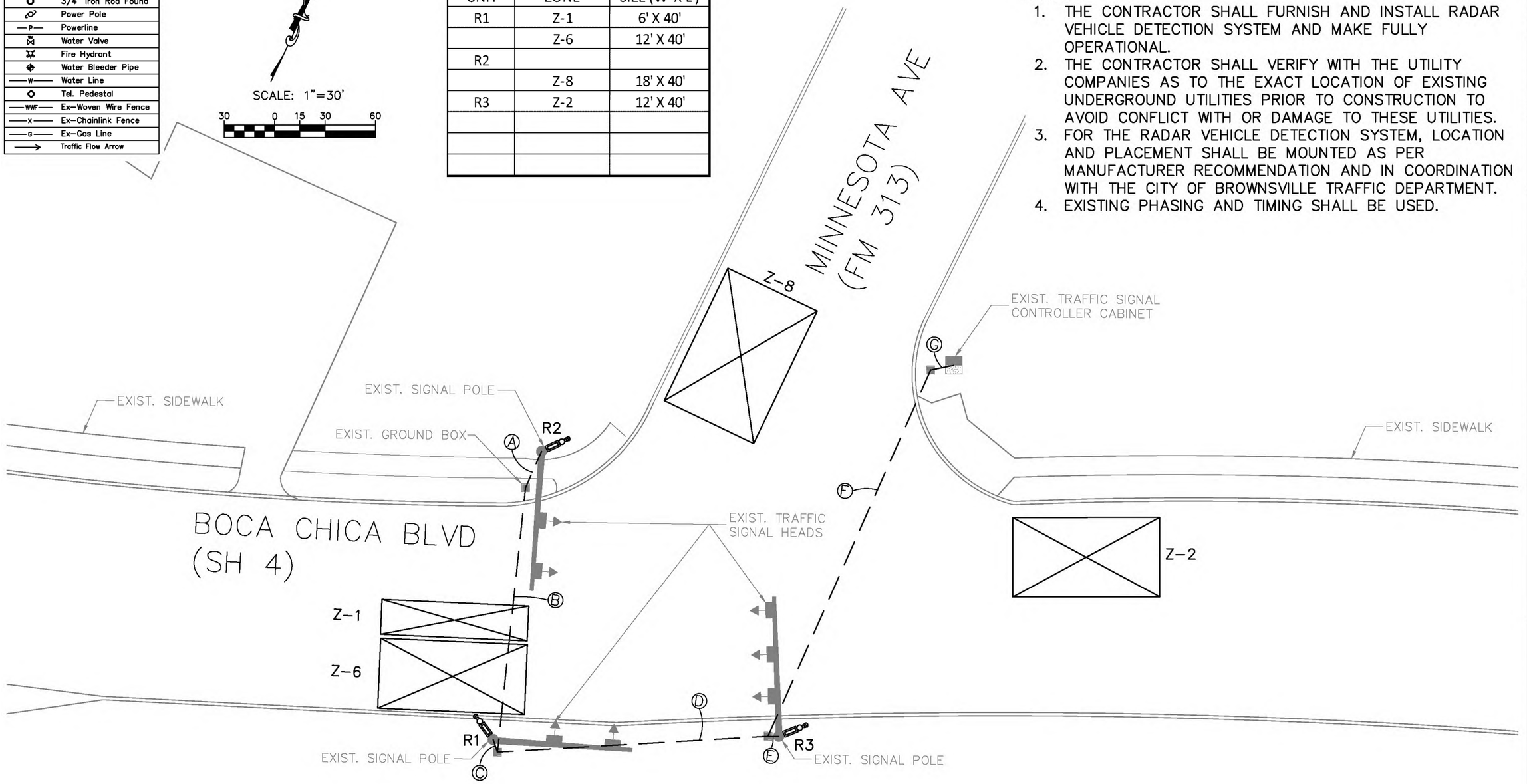
SCALE: 1"=30'

30 0 15 30 60

RADAR DETECTOR SCHEDULE

UNIT	ZONE	SIZE (W' X L')
R1	Z-1	6' X 40'
	Z-6	12' X 40'
R2		
	Z-8	18' X 40'
R3	Z-2	12' X 40'

NOTES:
1. THE CONTRACTOR SHALL FURNISH AND INSTALL RADAR VEHICLE DETECTION SYSTEM AND MAKE FULLY OPERATIONAL.
2. THE CONTRACTOR SHALL VERIFY WITH THE UTILITY COMPANIES AS TO THE EXACT LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION TO AVOID CONFLICT WITH OR DAMAGE TO THESE UTILITIES.
3. FOR THE RADAR VEHICLE DETECTION SYSTEM, LOCATION AND PLACEMENT SHALL BE MOUNTED AS PER MANUFACTURER RECOMMENDATION AND IN COORDINATION WITH THE CITY OF BROWNSVILLE TRAFFIC DEPARTMENT.
4. EXISTING PHASING AND TIMING SHALL BE USED.



ELECTRICAL SCHEDULE

ITEM	TOTAL QTY	ADD QTY	RUN NUMBER	A	B	C	D	E	F	G
			RUN LENGTH	32	79	4	81	25	120	7
RVDS COMM. CABLE	751	68	ETHERNET	1	1	1	2	1	3	3

* INCLUDES QUANTITY ON SIGNAL POLE AND/OR LUMINAIRE ARMS FOR FUTURE USE

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
6008	0001	RVDS (PRESENCE AND ADVANCE DETECTION)	EA	3.00
6008	****	RADAR PRESENCE DETECTOR COMM CABLE	LF	751.00

**** FOR CONTRACTORS INFORMATION ONLY. THIS ITEM IS SUBSIDIARY TO ITEM 6008

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

NO.	Revision: DESCRIPTION	DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
Alberto J. Aldana April 20, 2026
DATE

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
(28)
SH 4 AT MINNESOTA

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
Off: (956) 272-1496
Texas Registered Engineering Firm F-9769
aaldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342
Sheet 52 Of 70

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PLT NAME: X:\PROJECTS\2022\220342 BROWNSVILLE CRP SIGNALS PS&E\SIGNALS\SHEETS\SH4 AT MINNESOTA.DWG PLOT DATE: April 20, 2026

100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
◇	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
→	Traffic Flow Arrow

SCALE: 1"=30'

30 0 15 30 60

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
6061	0001	GPS COMMUNICATIONS UNIT	EA	1.00

EXIST. TRAFFIC SIGNAL CONTROLLER CABINET

PROP. GPS COMMUNICATIONS UNIT

EXIST. SIGNAL POLE

LAKESIDE BLVD

EXIST. UTILITY POLE

EXIST. UTILITY POLE

CENTRAL BLVD
(BU 77Z)

EXIST. TRAFFIC SIGNAL HEADS

EXIST. TRAFFIC SIGNAL HEADS

EXIST. SIGNAL POLE

EXIST. SIGNAL POLE

EXIST. SIDEWALK

EXIST. UTILITY POLE

JEFFERSON ST

NOTES:
1. THE CONTRACTOR SHALL FURNISH AND INSTALL GPS COMMUNICATIONS UNIT AND MAKE FULLY OPERATIONAL.
2. EXISTING PHASING AND TIMING SHALL BE USED.

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

Revision: NO. | DESCRIPTION | DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
(29)
CENTRAL AT JEFFERSON

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
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Texas Registered Engineering Firm F-9769
aldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342

Sheet 53 Of 70

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FILE NAME: Z:\PROJECTS\2023\220343 BROWNSVILLE CRP SIGNALS PS&E\CAD\16-39-PROPOSED IMPROVEMENTS.DWG PLOT DATE: April 20, 2026

100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
◇	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
→	Traffic Flow Arrow

SCALE: 1"=30'

30 0 15 30 60

NOTES:
1. THE CONTRACTOR SHALL FURNISH AND INSTALL CONTROLLER CABINET UNIT AND MAKE FULLY OPERATIONAL. EXISTING CONTROLLER CABINET UNIT TO BE REMOVED.
2. EXISTING PHASING AND TIMING SHALL BE USED.
3. BEFORE WORK, MUST CONTACT THE CITY OF HARLINGEN PUBLIC WORKS DEPT. (TRAFFIC SIGNALS SUPERINTENDENT ARNOLD CAMPOS)

REMOVE & REPLACE TRAFFIC SIGNAL CONTROLLER CABINET

EXIST. SIGNAL POLE

EXIST. UTILITY POLE

EXIST. SIGNAL POLE

EXIST. UTILITY POLE

EXIST. TRAFFIC SIGNAL HEADS

MORGAN BLVD
(FM 507)

EXIST. SIGNAL POLE

EXIST. SIGNAL POLE

AUSTIN AVE

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
680	7011	INSTALL HWY TRF SIG (UPGRADE)	EA	1.00

Checked By:	A.J.A.
Approved By:	A.J.A.
Drawn By:	A.A.
Date:	APRIL, 2026

Revision: NO.	DESCRIPTION	DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
(30)
MORGAN AT AUSTIN

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
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Texas Registered Engineering Firm F-9769
aaldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342

Sheet 54 Of 70

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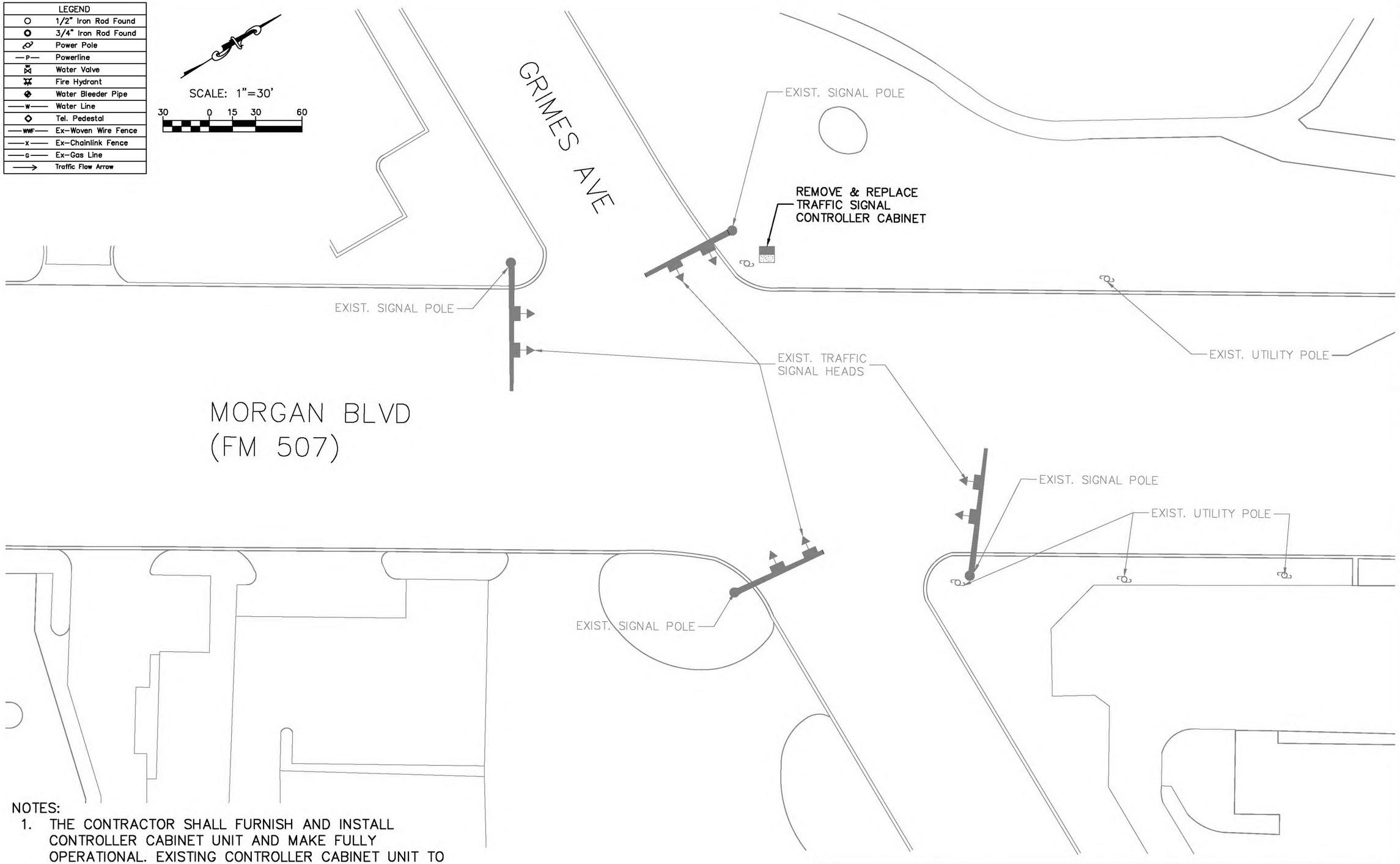
PLT NAME: X:\PROJECTS\2022\220342 BROWNSVILLE CRP SIGNALS PS&E\CAD\01-35-PROPOSED IMPROVEMENTS.DWG PLOT DATE: April 20, 2026

100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
→	Traffic Flow Arrow

SCALE: 1"=30'

30 0 15 30 60



NOTES:
1. THE CONTRACTOR SHALL FURNISH AND INSTALL CONTROLLER CABINET UNIT AND MAKE FULLY OPERATIONAL. EXISTING CONTROLLER CABINET UNIT TO BE REMOVED.
2. EXISTING PHASING AND TIMING SHALL BE USED.
3. BEFORE WORK, MUST CONTACT THE CITY OF HARLINGEN PUBLIC WORKS DEPT. (TRAFFIC SIGNALS SUPERINTENDENT ARNOLD CAMPOS)

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
680	7011	INSTALL HWY TRF SIG (UPGRADE)	EA	1.00

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

Revision:

NO.	DESCRIPTION	DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026
DATE

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
(31)
MORGAN AT GRIMES

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
Off: (956) 272-1496
Texas Registered Engineering Firm F-9769
aaldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342
Sheet 55 Of 70

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FILE NAME: Z:\PROJECTS\2022\220342 BROWNSVILLE CRP SIGNALS PS&E\CAD\VOL-3a-PROPOSED IMPROVEMENTS.DWG PLOT DATE: April 20, 2026

100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
◇	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
→	Traffic Flow Arrow

SCALE: 1"=30'

30 0 15 30 60

NOTES:

1. THE CONTRACTOR SHALL FURNISH AND INSTALL CONTROLLER CABINET UNIT AND MAKE FULLY OPERATIONAL. EXISTING CONTROLLER CABINET UNIT TO BE REMOVED.
2. EXISTING PHASING AND TIMING SHALL BE USED.
3. BEFORE WORK, MUST CONTACT THE CITY OF HARLINGEN PUBLIC WORKS DEPT. (TRAFFIC SIGNALS SUPERINTENDENT ARNOLD CAMPOS)

EXIST. UTILITY POLE

EXIST. SIGNAL POLE

EXIST. SIDEWALK

EXIST. TRAFFIC SIGNAL HEADS

EXIST. SIGNAL POLE

EXIST. UTILITY POLE

RIO HONDO RD

REMOVE & REPLACE TRAFFIC SIGNAL CONTROLLER CABINET

EXIST. SIGNAL POLE

EXIST. SIGNAL POLE

MORGAN BLVD (FM 507)

EXIST. SIDEWALK

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
680	7011	INSTALL HWY TRF SIG (UPGRADE)	EA	1.00

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

NO.	DESCRIPTION	DATE

Revision:

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
(32)
MORGAN AT RIO HONDO

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
Off: (956) 272-1496
Texas Registered Engineering Firm F-9769
aaldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342

Sheet 56 Of 70

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PLT DATE: Apr 20, 2026

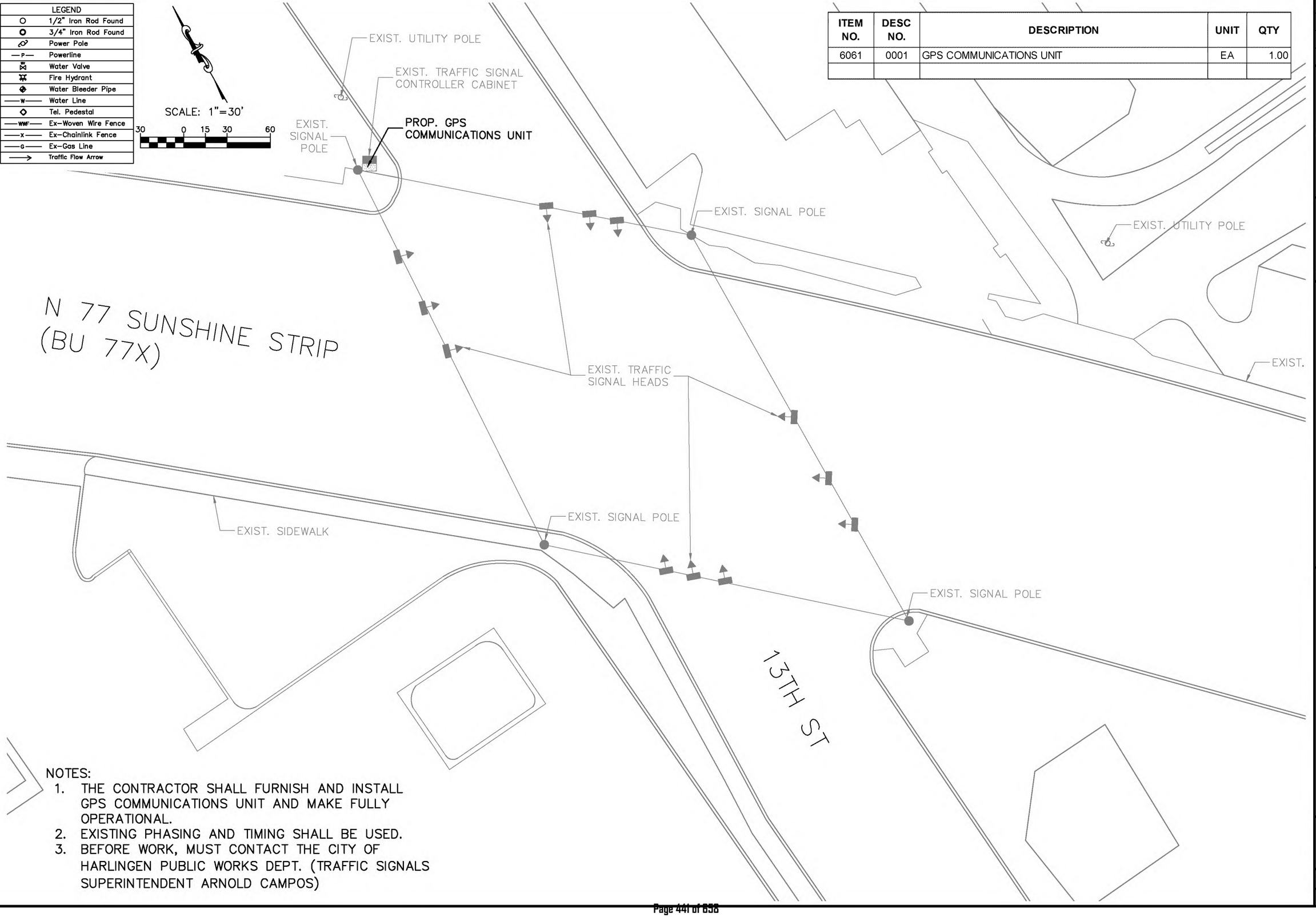
100% SUBMITTAL

LEGEND	
○	1/2" Iron Rod Found
●	3/4" Iron Rod Found
	Power Pole
—P—	Powerline
	Water Valve
	Fire Hydrant
	Water Bleeder Pipe
—W—	Water Line
◇	Tel. Pedestal
—WWF—	Ex-Woven Wire Fence
—X—	Ex-Chainlink Fence
—G—	Ex-Gas Line
⟶	Traffic Flow Arrow

SCALE: 1"=30'

30 0 15 30 60

ITEM NO.	DESC NO.	DESCRIPTION	UNIT	QTY
6061	0001	GPS COMMUNICATIONS UNIT	EA	1.00



NOTES:
1. THE CONTRACTOR SHALL FURNISH AND INSTALL GPS COMMUNICATIONS UNIT AND MAKE FULLY OPERATIONAL.
2. EXISTING PHASING AND TIMING SHALL BE USED.
3. BEFORE WORK, MUST CONTACT THE CITY OF HARLINGEN PUBLIC WORKS DEPT. (TRAFFIC SIGNALS SUPERINTENDENT ARNOLD CAMPOS)

Checked By: A.J.A.
Approved By: A.J.A.
Drawn By: A.A.
Date: APRIL, 2026

Revision: NO.	DESCRIPTION	DATE

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER
April 20, 2026
DATE

BROWNSVILLE, TEXAS
BROWNSVILLE CRP SIGNALS PS&E
(33)
13TH AT 77 SUNSHINE STRIP

ALDANA ENGINEERING & TRAFFIC DESIGN, LLC
ENGINEERING CONSULTANTS
922 W MILE 11 N
Weslaco, Texas 78599
Off: (956) 272-1496
Texas Registered Engineering Firm F-9769
aaldana@aetdengineers.com

TEXAS REGISTERED ENGINEERING FIRM F-9769

Project No. 220342

Sheet 57 Of 70

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FILE NAME: P:\PROJECTS\2022\220342 BROWNSVILLE CRP SIGNALS PS&E\CAD\13-TH-PROPOSED IMPROVEMENTS.DWG PLOT DATE: April 20, 2026

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GENERAL NOTES FOR ALL ELECTRICAL WORK

1. The location of all conduits, junction boxes, ground boxes, and electrical services is diagrammatic and may be shifted to accommodate field conditions.

2. Provide new, unused, and undamaged materials. Ensure that all materials and installations comply with the National Electrical Code (NEC), TxDOT standards and specifications, National Electrical Manufacturers Association (NEMA), and are listed by Underwriters Laboratories (UL) or a Nationally Recognized Testing Lab (NRTL). NRTLs such as CSA Group, Intertek Testing Services, or FM Approvals can be considered equivalent to UL. Where reference is made to NEMA listed devices, International Electrotechnical Commission (IEC) listed devices will not be considered an acceptable equal to NEMA. Faulty fabrication or poor workmanship in any material, equipment, or installation is justification for rejection. Replace or reinstall rejected material or equipment at no additional cost to the Department.

3. Miscellaneous nuts, bolts, and hardware, except for high strength bolts, may be stainless steel when plans specify galvanized, provided the bolt size is 1/2 in. or less in diameter.

4. Provide the following test equipment as required by the Engineer to confirm compliance with the contract and the NEC: voltmeter, ammeter, megohm meter (1000 volt DC), ground resistance tester, torque wrenches, and torque screwdrivers. Ensure all equipment has been properly calibrated within the last year. Provide calibration certification to the Engineer upon request. Operate test equipment during inspection as requested by the Engineer.

5. Install grounding as shown on the plans and in accordance with the NEC. Ensure all metallic conduits, metal poles, luminaires, and metal enclosures are bonded to an equipment grounding conductor. Provide stranded bare copper or green insulated grounding conductors. Ground rods, connectors, and bonding jumpers are subsidiary to the various bid items.

6. When required by the Engineer, notify the Department in writing of materials from the Material Producer List (MPL) intended for use on each project. Prequalified materials are listed on the MPL on TxDOT's website under "Roadway Illumination and Electrical Supplies." No substitutions will be allowed for materials on this list.

CONDUIT

A. MATERIALS

1. Provide conduit, junction boxes, fittings, and hardware per TxDOT Departmental Material Specification DMS-11030, "Conduit" and Item 618, "Conduit" of TxDOT's "Standard Specifications for Construction and Maintenance of Highways, Streets, And Bridges," latest edition. Provide conduits listed under Item 618 on the MPL under "Roadway Illumination and Electrical Supplies." Provide conduit types according to the descriptive code or as shown on the plans. Do not substitute other types of conduits for those shown. Provide Liquidtight Flexible Metal Conduit (LFMC) when flexible conduit is called for on galvanized steel Rigid Metal Conduit (RMC) systems. Provide Liquidtight Flexible Nonmetallic Conduit (LFNC) when flexible conduit is called for on Polyvinyl Chloride (PVC) systems.

2. Provide galvanized steel RMC for all exposed conduits, unless otherwise shown on the plans. Properly bond all metal conduits.

3. Unless otherwise shown on the plans, provide junction boxes with a minimum size as shown in the following table, which applies to the greatest number of conductors entering the box through one conduit with no more than four conduits per box. When a mixture of conductor sizes are present, count the conductors as if all are of the larger size. For situations not applicable to this table, size junction boxes per the NEC.

JUNCTION BOX SIZES

AWG	3 CONDUCTORS	5 CONDUCTORS	7 CONDUCTORS
#1	10" x 10" x 4"	12" x 12" x 4"	16" x 16" x 4"
#2	8" x 8" x 4"	10" x 10" x 4"	12" x 12" x 4"
#4	8" x 8" x 4"	10" x 10" x 4"	10" x 10" x 4"
#6	8" x 8" x 4"	8" x 8" x 4"	10" x 10" x 4"
#8	8" x 8" x 4"	8" x 8" x 4"	8" x 8" x 4"

4. Junction boxes with internal volumes up to 100 cu. in. and that are supported by entering raceways must have threaded entries or hubs identified for the intended purpose and be supported by connection of two or more rigid metal conduits. Secure conduit within 3 ft. of the box or within 18 in. of the box if all conduit entries are on the same side. Mechanically secure all junction boxes with an internal volume greater than 100 cu. in.

5. Provide hot dipped galvanized cast iron or sand cast aluminum outlet boxes for junction boxes containing only 10 AWG or 12 AWG conductors. Do not use die cast aluminum boxes. Size outlet boxes according to the NEC.

6. Do not use Intermediate Metal Conduit (IMC) or Electrical Metallic Tubing (EMT) unless specifically required by the plan sheets. When EMT is called for, provide junction boxes sized as directed above, listed and approved for outdoor use, unless otherwise noted on the plans. Provide junction boxes for IMC conduit systems that meet the same requirements for junction boxes used with RMC systems.

7. Provide PVC junction boxes intended for outdoor use on PVC conduit systems, unless otherwise noted on the plans.

8. Provide PVC elbows, unless otherwise shown in the plans. Use only a flat, high tensile strength polyester fiber pull tape for pulling conductors through the PVC conduit system.

A. MATERIALS (CONTINUED)

9. When galvanized steel RMC elbows are specifically called for in the plans and any portion of the RMC elbow is buried less than 18 in. below grade or bottom of the ground box, ground the RMC elbow with a grounding bushing on a rigid metal extension. Grounding of the rigid metal elbow is not required if the entire RMC elbow is encased in a minimum of 2 in. of concrete. PVC extensions are allowed on these concrete encased rigid metal elbows. Elbows are subsidiary to various bid items.

10. When required, provide High-Density Polyethylene (HDPE) conduit with factory installed internal conductors according to DMS-11060, "Duct Cable." At the Contractor's request and with approval by the Engineer, substitute HDPE conduit with no conductors according to DMS-11030 for PVC conduit bid under Item 618. Provide conduit of the size and schedule as shown on the plans. Do not extend HDPE conduit into ground boxes or foundations. Provide PVC elbows at all ground boxes and foundations.

11. Use two-hole straps or strut straps when supporting 2 in. and larger conduits. On electrical service poles, properly sized stainless steel or hot dipped galvanized strut straps or stand-off straps are allowed on the service riser conduit.

B. CONSTRUCTION METHODS

1. Provide and install expansion joint conduit fittings on all structure-mounted conduits at the structure's expansion joints to allow for movement of the conduit. In addition, provide and install expansion joint fittings on all continuous runs of galvanized steel RMC conduit externally exposed on structures such as bridges at maximum intervals of 150 ft. When requested by the project Engineer, supply manufacturer's specification sheet for expansion joint conduit fittings. Repair or replace expansion joint fittings that do not allow for movement at no additional cost to the Department. Provide the method of determining the amount of expansion to the Engineer upon request. Do not use LFMC or LFNC as a substitute for the required expansion conduit fittings.

2. Space all conduit supports at maximum intervals of 5 ft. Install conduit spacers when attaching metal conduit to surfaces of concrete structures. See "Conduit Mounting Options" on ED(2). Install conduit supports within 3 ft. of all enclosures and conduit terminations.

3. Do not attach conduit supports directly to pre-stressed concrete beams, except as shown specifically in the plans or as approved by the Engineer.

4. Unless otherwise shown on the plans, jack or bore conduit placed beneath existing roadways, driveways, sidewalks, or after the base or surfacing operation has begun. Backfill and compact the bore pits below the conduit per Item 476 "Jacking, Boring, or Tunneling Pipe or Box" prior to installing conduit or duct cable to prevent bending of the connections.

5. When placing conduit in the subgrade of new roadways, backfill all trenches with excavated material unless otherwise noted on the plans. When placing conduit in the subbase of new roadways, backfill all trenches with cement-stabilized base as per requirements of Items: 110, "Excavation;" 400, "Excavation and Backfill for Structures;" 401, "Flowable Backfill;" 402, "Trench Excavation Protection;" and 403, "Temporary Special Shoring."

6. During construction, temporarily cap or plug open ends of all conduit and raceways immediately after installation to prevent entry of dirt, debris and animals. Temporary caps constructed of durable duct tape are allowed. Tightly affix the tape to the conduit opening. Clean out the conduit and prove it clear in accordance with Item 618 prior to installing any conductors.

7. Ensure conduit entry into the top of an enclosure is waterproof by installing conduit sealing hubs or using boxes with threaded bosses. This includes surface mounted safety switches, meter cans, service enclosures, auxiliary enclosures and junction boxes. Grounding bushings on water tight sealing hubs are not required.

8. Fit the ends of all PVC conduit terminations with bushings or bell end fittings. Provide and install a grounding bushing on all metal conduit terminations.

9. Install a bonding jumper from each grounding bushing to the nearest ground rod, grounding lug, or equipment grounding conductor. Ensure all bonding jumpers are the same size as the equipment grounding conductor. Bonding of conduit used as a casing under roadways for duct cable is not required, if the duct extends the full length through the casing.

10. Place conduits entering ground boxes so that the conduit openings are between 3 in. and 6 in. from the bottom of the box. See the ground box detail on sheet ED(4).

11. After completion of conductor installation, immediately seal ends of all conduits emerging from ground with duct seal, expandable foam, or other methods approved by the Engineer. Do not use silicone caulking. Do not use duct tape as a permanent seal.

12. File smooth the cut ends of all mounting strut and conduit. To avoid overspray, paint the field cut ends of all mounting strut and RMC (threaded or non-threaded) with zinc rich paint (94% min. zinc content as specified on DMS-8103 and listed on the MPL for Galvanizing Repair Paints) before installing. Use zinc rich paint to touch up galvanized material as allowed under Item 445 "Galvanizing." Do not paint non-galvanized material with zinc rich paint as an alternative for materials required to be galvanized.

13. For all conduits, ensure the burial depth is 18" min. For conduits placed under a roadway, ensure the burial depth is 24" min.

Texas Department of Transportation

Traffic Safety Division Standard

ELECTRICAL DETAILS CONDUITS & NOTES

ED(1)-25

FILE:	ed1-25.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS		0921	06	371	VARIOUS
1-92 3-03 4-25 4-98 5-03 12-00 10-14		DIST	COUNTY		SHEET NO.
		PHR	CAMERON		58

71A

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ELECTRICAL CONDUCTORS

A. MATERIAL INFORMATION

1. Provide Type XHHW insulated copper conductors in accordance with Departmental Material Specification DMS-11040, "Conductors" and Item 620, "Electrical Conductors." Provide conductors as listed on the Material Producer List (MPL) on the Department web site under "Roadway Illumination and Electrical Supplies" Item 620.
2. Identify grounded (neutral) conductors with white insulation. Identify grounding conductors (ground wires) with green insulation or bare conductors. Identify ungrounded (hot) conductors with any color insulation except green, white, or gray. Keep color scheme consistent throughout the wiring system. Identify conductors 6 American Wire Gauge (AWG) and smaller by continuous color jacket. Identify electrical conductors 4 AWG and larger by continuous color jacket or by colored tape. When identifying conductors with colored tape, mark at least 6 in. of the conductor's insulation with half laps of tape at each accessible location.
3. Insulated grounding conductors may be substituted for bare conductors, unless otherwise shown in the plans. Insulated grounding conductors must be color coded green in accordance with Note 2.
4. Provide a 6 AWG bare solid copper grounding electrode conductor to bond the electrical service equipment to the concrete encased grounding electrode or the ground rod at the service location. Connect the grounding electrode conductor to the ground rod with a UL listed connector in accordance with DMS-11040. Connect the grounding electrode conductor to the concrete encased grounding electrode as shown in the plans.
5. Where two or more circuits are present in one conduit or enclosure, permanently label the conductors of each branch circuit by attaching a non-metallic, weather resistant tag around both circuit conductors at each accessible location. Provide one-piece tags with two $\frac{3}{16}$" straps, large enough to indicate circuit number, letter, or other identification as shown in the plans. Print circuit identification on the tag with a permanent marker.
6. Use listed compression connectors, mechanical lugs, terminal blocks, or split bolt connectors for splicing as specified in DMS-11040. Use hot melt adhesive tape to fill the gap and seal the ends of heat shrink tubing. Provide UL listed gel-filled insulating splice covers. Splicing materials, insulating materials, breakaway disconnects, splice covers, and fuse holders are subsidiary to various bid items.

B. CONSTRUCTION METHODS

1. Use only a flat, high tensile strength polyester fiber pull tape for pulling conductors through the conduit system.
2. Leave 2 ft. to 3 ft. of length for each conductor up to the splice in ground boxes. Leave 3 ft. to 4 ft. of length for each conductor in ground boxes when pulled through with no splice. Leave 1 ft. to 1.5 ft. of length for each conductor at enclosures and pole bases. Leave 1.5 ft. to 3 ft. of length as required by electric utility for conductors exiting weatherheads.
3. Make splices only in junction boxes, ground boxes, pole bases, or electrical enclosures and use only listed compression connectors, mechanical lugs, terminal blocks, or split bolt connectors. Insulate splices with heavy wall heat shrink tubing or gel-filled insulating splice covers to provide a watertight splice. Overlap conductor insulation with heat shrink tubing a minimum of 2 in. past both sides of the splice. Where heat shrink tubing may not shrink sufficiently to provide a watertight seal around the individual conductors, prior to heating the tubing, increase the diameter of the conductor insulation using hot melt adhesive tape to provide a watertight seal between each conductor and the heat shrink tubing. Ensure the tape extends past the heat shrink tubing. Use hot melt adhesive tape to fill the gap and seal the ends of heat shrink tubing. Heat shrink tubing that appears to have been burned or overheated is considered defective and must be replaced.
4. Size and install gel-filled insulating splice covers according to manufacturer's specifications when used in place of heat shrink tubing.
5. Wire nuts with factory applied waterproof sealant may be used for 8 AWG or smaller conductors in above ground junction boxes, but not in pole bases or ground boxes. Install wire nuts in an upright position to prevent the accumulation of water.
6. Support conductors in illumination poles with a J-hook at the top of the pole.
7. When terminating conductors, remove the insulation and jacketing material without nicking the individual strands of the conductor. Conductors with nicked individual conductor strands or removed strands will be considered damaged.
8. Replace conductors and cables that are damaged or that fail an insulation resistance test at no additional cost to the Department.
9. Do not repair damaged conductors with duct tape, electrical tape, or wire nuts. Use only approved splicing methods.

B. CONSTRUCTION METHODS (CONTINUED)

10. Do not terminate more than one conductor under a single lug unless it is rated for multiple conductors. Do not exceed the lug's listing for maximum number and size of conductors allowed.
11. Follow manufacturer's instructions when terminating conductors to breakaway connectors. Properly torque threaded connections. Proper terminations are critical to the safe operation of breakaway devices. Trim waterproofing boots on breakaway connectors to fit snugly around the conductor to ensure a waterproof connection. Only one conductor may enter a single opening in a boot. Provide waterproof boots with the correct number of openings. Leave unused openings factory sealed. Use prequalified breakaway connectors as shown on the MPL.
12. Provide and install a separate stranded equipment grounding conductor (EGC) in all conduits that contain circuit wiring of 50 volts or more. Unless shown elsewhere, size the EGC to be the same size as the largest current carrying conductor in the conduit. Bond all EGCs together at every accessible location. For ITS installations, bond and ground metal ground box covers and other metal equipment as shown on ITS standards.

C. TEMPORARY WIRING

1. Install temporary conductors and electrical equipment in accordance with the NEC article "Temporary Installations" and Department standard sheets.
2. Provide a ground fault circuit interrupter (GFCI) for powering portable electrical equipment, power tools, ice machines, ice storage bins and refrigerators located outdoors at grade. GFCI may be any one of the following: molded cord and plug set, receptacle, or circuit breaker type.
3. Use listed wire nuts with factory applied sealant for temporary wiring where approved.
4. Enclose conductor splices within a listed enclosure or ground box, or ensure the splices are more than 10 ft. above grade vertically and more than 5 ft. horizontally from any metal structure. When installing temporary conductors in areas subject to vehicle traffic or mobile construction equipment, ensure the vertical clearance to ground is at least 18 ft. when measured at the lowest point. Ground messenger wires that support power conductors in conformance with the NEC.
5. Protect and when necessary repair any existing electrical conduits uncovered during the construction process in a timely manner and in conformance with the NEC.

GROUND RODS & GROUNDING ELECTRODES

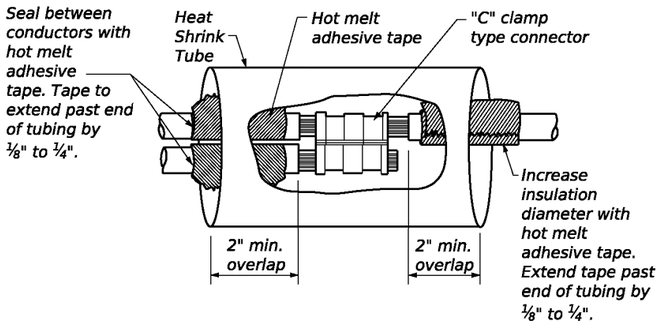
A. MATERIAL INFORMATION

1. Provide and install a grounding electrode at electrical services. Provide ground rods according to DMS-11040 and the plans. Larger diameter or longer length rods may be called for in some locations. Concrete encased grounding electrodes may be called for in some locations including electrical services — see plan sheets.

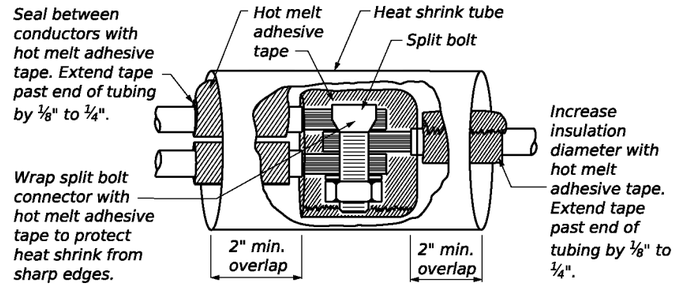
B. CONSTRUCTION METHODS

1. Furnish and install ground rods in soil, concrete, or both, as called for in the plans. For ground rods installed in concrete, ensure the connection of the conductor to the ground rod is readily accessible for inspection or repairs. For ground rods installed in soil, ensure that the upper end is between 2 to 4 in. below finished grade.
2. Do not place ground rods in the same drilled hole as a timber or concrete pole.
3. Install ground rods so the imprinted part number is at the upper end of the rod.
4. Remove all non-conductive material such as concrete splatter from the rod at the clamp location.
5. Route all conductors as short and straight as possible for connection to lightning protection ground rods. When a bend is required, ensure a minimum radius bend of 4 in.
6. Unless otherwise called for in the plans, protect grounding electrode conductors with non-metallic conduit. When protecting grounding electrode conductors with metal conduit, provide and install a grounding bushing and properly sized bonding jumper on each end of the metal conduit.
7. Written authorization is required before installing a ground rod in a horizontal trench for rocky soil or a solid rock bottom.

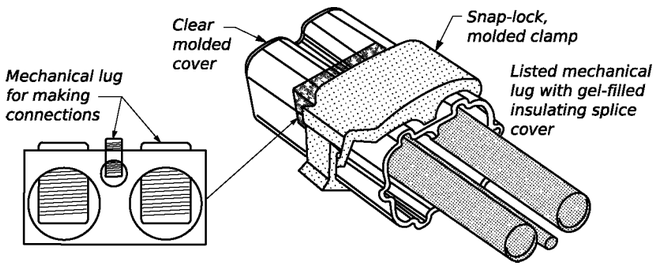
COMPRESSION SPLICE
OPTION 1



SPLIT BOLT SPLICE
OPTION 2



GEL-FILLED INSULATED SPLICE
OPTION 3



Texas Department of Transportation

Traffic Safety Division Standard

ELECTRICAL DETAILS CONDUCTORS

ED(3)-25

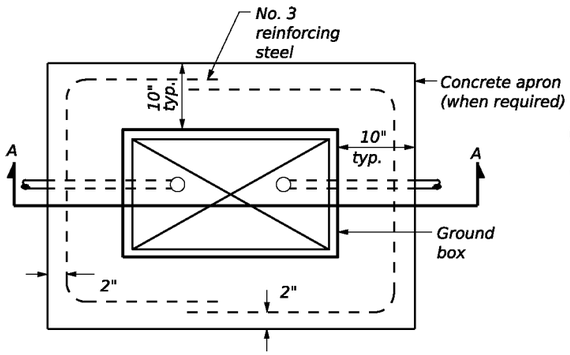
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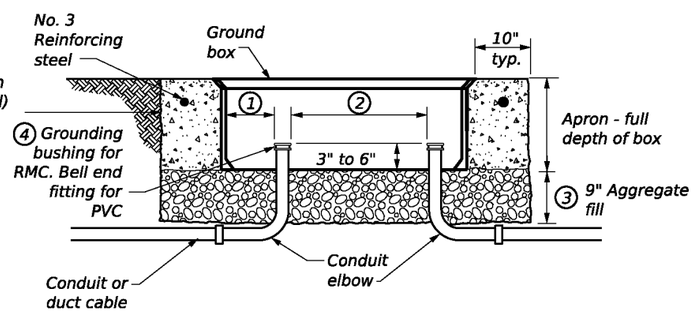
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APRON FOR GROUND BOX

PLAN VIEW



SECTION A - A



SECTION A - A NOTES:

1. *Uniformly space ends of conduits within the ground box. Position ends of conduits so that ground box walls do not interfere with the installation of grounding bushings or bell end fittings.*
2. *Maintain sufficient space between conduits to allow for proper installation of bushing.*
3. *Place aggregate under the box, not in the box. Aggregate should not encroach on the interior volume of the box.*
4. *Install a grounding bushing on the upper end of all RMC terminating in a ground box. Ground RMC elbows when any part of the elbow is less than 18 in. below the bottom of the ground box. Install a PVC bushing or bell end fitting on the upper end of all PVC conduits terminating in a ground box.*

GROUND BOXES	
TYPE	OUTSIDE DIMENSIONS (Width x Length X Depth)
A	12" X 23" X 11"
B	12" X 23" X 22"
C	16" X 29" X 11"
D	16" X 29" X 22"
E	12" X 23" X 17"

NOTES:

A. MATERIALS

1. *Provide polymer concrete ground boxes measuring 16 in. x 30 in. x 24 in. (W x L x D) or smaller in accordance with Departmental Material Specification DMS-11070, "Ground Boxes" and Item 624, "Ground Boxes."*
2. *Provide Type A, B, C, D, and E ground boxes as shown in the plans and as listed on the Material Producers List (MPL) on the Department web site under "Roadway Illumination and Electrical Supplies," Item 624.*
3. *Ensure ground box cover is correctly labeled in accordance with DMS-11070.*
4. *Provide larger ground boxes in accordance with Item 624 and as shown In the plans.*

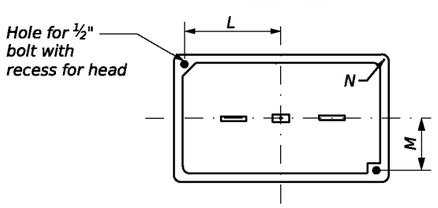
B. CONSTRUCTION METHODS

1. *Before setting ground box and after placing and capping conduits, lay an aggregate bed a minimum of 9 in. deep that extends 10 in. beyond the sides of the ground box. Provide coarse aggregate sized 3/4 in. to 2 in., with no more than 20% material passing through a no. 8 sieve, and as defined by the current ASTM C33/33M standard. Clean aggregate and dirt from conduits according to Item 618.*
2. *Cast ground box aprons in place. Reinforcing steel may be field bent. Ensure the depth of concrete for the apron extends from finished grade to the top of the aggregate bed under the box. Ground box aprons, including concrete and reinforcing steel, are subsidiary to ground boxes when called for by descriptive code.*
3. *Keep bolt holes in the box clear of dirt. Bolt covers down when not working in ground boxes.*
4. *Install all conduits and elbows in a professional and skillful manner. Uniformly space conduits so grounding bushings and bell end fittings can easily be installed.*
5. *Temporarily seal all conduits in the ground box until conductors are installed.*
6. *Permanently seal conduits immediately after the completion of conductor installation. Permanently seal the ends of all conduits with duct seal, expandable foam, or other method as approved. Do not use duct tape as a permanent conduit seal. Do not use silicone caulk as a sealant.*
7. *Bond all equipment grounding conductors in a ground box together with listed connectors.*
8. *When a Type B or D ground box is stacked to meet volume requirements, an appropriately sized hole may be cut for conduit entry in the side wall at least 18 in. below grade.*
9. *If an existing ground box in the contract has a metal cover, bond the cover to the equipment grounding conductor with a 3 ft. long stranded bonding jumper that is the same size as the grounding conductor. The bonding jumper is subsidiary to various bid items. Verify existing ground boxes with metal covers are shown on the plans, with notes fully describing the work required.*
10. *If other ground boxes with metal covers are within the project limits but are not part of the contract, the Engineer may direct the Contractor to bond the metal covers, identifying the specific boxes in writing. This work will be paid for separately.*
11. *Bond metal ground box covers to the grounding conductor with a tank ground type lug.*

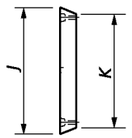
GROUND BOX COVERS								
TYPE	DIMENSIONS							
	H	I	J	K	L	M	N	P
A, B & E	23 ¼"	23"	13 ¾"	13 ½"	9 ⅞"	5 ⅛"	1 ⅜"	2"
C & D	30 ½"	30 ¼"	17 ½"	17 ¼"	13 ¼"	6 ¾"	1 ⅜"	2"

GROUND BOX COVER

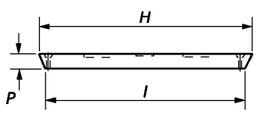
PLAN VIEW



END



SIDE



Texas Department of Transportation

Traffic Safety Division Standard

ELECTRICAL DETAILS GROUND BOXES

ED(4)-25

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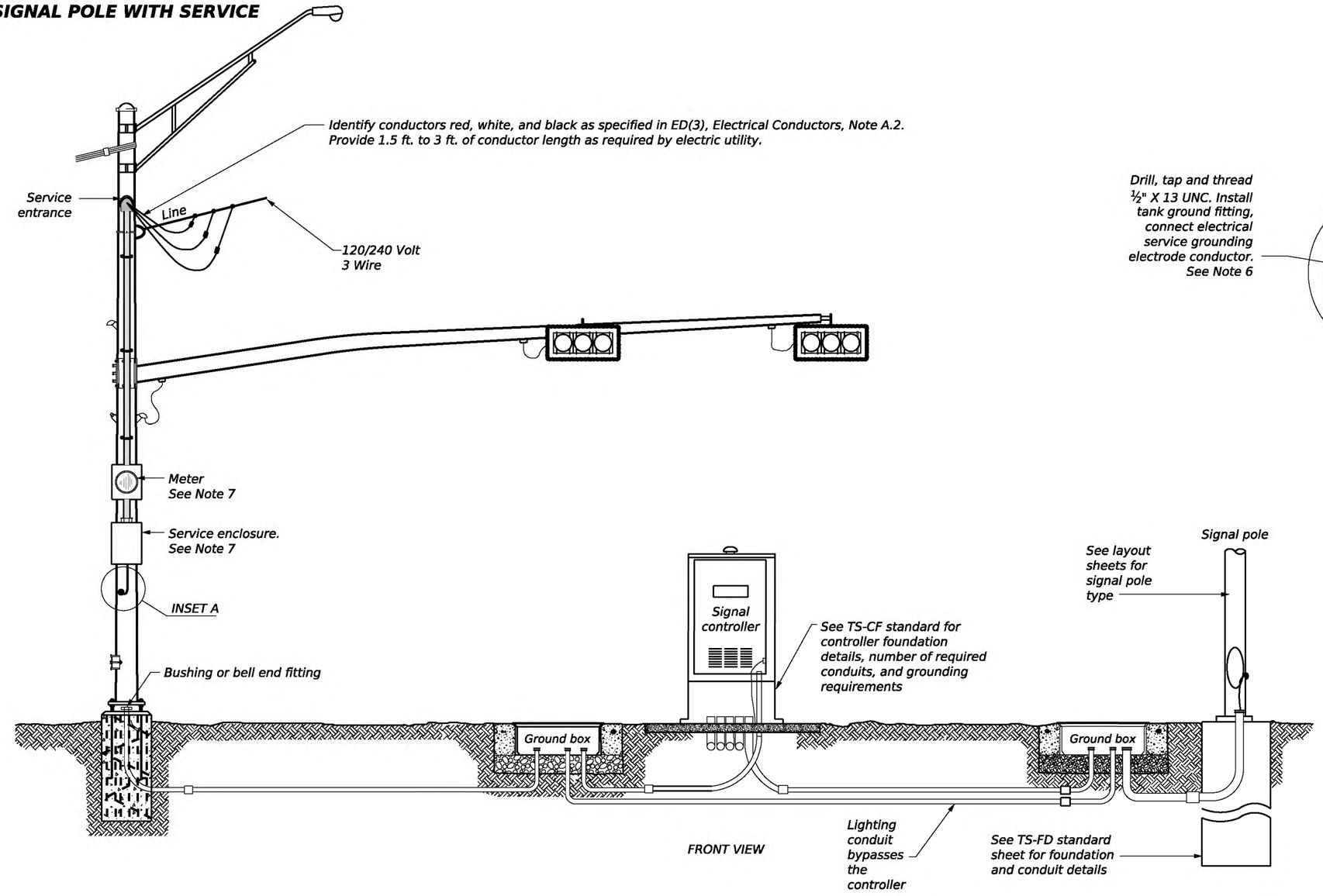
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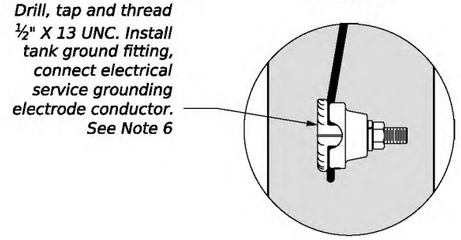
1. *Do not pass luminaire conductors through the signal controller cabinet.*
2. *Include an equipment grounding conductor in all conduits throughout the electrical system. Bond all exposed metal parts to the grounding conductor.*
3. *Provide roadway luminaires, when required, in accordance with Item 610, "Roadway Illumination Assemblies," except for performance testing of luminaires. Test installed roadway luminaires for proper operation as a part of the associated traffic signal system test.*
4. *Ground internally lighted street name (ILSN) signs to the pole with a 12 AWG green XHHW conductor.*
5. *Bond anchor bolts to rebar cage in two locations using #3 bars or 6 AWG stranded copper conductors. Use listed mechanical connectors rated for embedment in concrete. See TXDOT standard TS-FD for further details.*
6. *Drill and tap signal poles for ½ in. x 13 UNC tank ground fitting. Provide and install tank ground fitting 4 in. to 6 in. directly below electrical service enclosure. Provide properly sized hole through the bottom of the enclosure for the service grounding electrode conductor. Connect the electrical service grounding electrode conductor to the tank ground fitting. Ensure electrical service grounding electrode conductor is as short and straight as possible from the enclosure to the tank ground fitting. See Inset A detail for further information. Size service entrance conduit and branch circuit conduit as shown in the plans.*
7. *Mount electrical service enclosure and meter to signal pole with stainless steel bands. Ensure bands are at least ¾ in. wide. Secure enclosures to bands using two-bolt brackets. Install brackets near top and bottom of each enclosure. Install properly sized stainless steel washers on each bolt in the enclosure. Band or drill and tap properly sized stand-off straps to signal pole for attaching conduit.*
8. *Lock all enclosures and bolt down all ground box covers before applying power to the signal installation.*
9. *Terminate conduits entering the top of enclosures with a watertight conduit hub or meter hub. Install a grounding bushing on all metal conduits not connected to conduit-sealing hub or threaded boss. Bond the grounding bushing to the ground bus with a bonding jumper. Seal all conduits entering enclosures with duct seal or expanding foam. Do not use silicone to seal conduit ends.*

SIGNAL POLE WITH SERVICE



FRONT VIEW

INSET A



Texas Department of Transportation

Traffic Safety Division Standard

ELECTRICAL DETAILS TYPICAL TRAFFIC SIGNAL SYSTEM DETAILS

ED(8)-25

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NOTES:

1. Provide duct cable in accordance with Departmental Material Specification DMS-11060, "Duct Cable" and Special Specification 6000, "Duct Cable." Provide duct cable as listed on the Material Producer List (MPL) on the Department web site under "Roadway Illumination and Electrical Supplies," Special Specification 6000 - Duct Cable. Provide and install duct cable according to NEC Article 354, Nonmetallic Underground Conduit with Conductors (NUCC).

2. Provide High-Density Polyethylene (HDPE) conduit in accordance with DMS-11030 and Item 618, "Conduit." Provide HDPE as listed on the MPL on the Department web site under "Roadway Illumination and Electrical Supplies," Item 618.

3. Supply duct cable with a minimum 2 in. diameter, unless otherwise shown in the plans. Provide duct cable and HDPE conduit as shown by descriptive code or on the plans. Bend duct cable and HDPE conduit as recommended by the manufacturer, with a minimum bending radius of 26 in. for 2 in. duct. Follow manufacturers' recommendations when handling duct cable and HDPE conduit reels and during installation of duct cable and HDPE conduit.

4. Do not splice conductors within duct cable or HDPE conduit. Couple duct cable and HDPE entering a ground box or foundation to a PVC elbow. When galvanized steel rigid metal conduit (RMC) elbows are called for in the plans and any portion of the RMC elbow is buried less than 18 in. from possible contact, ground the RMC elbow.

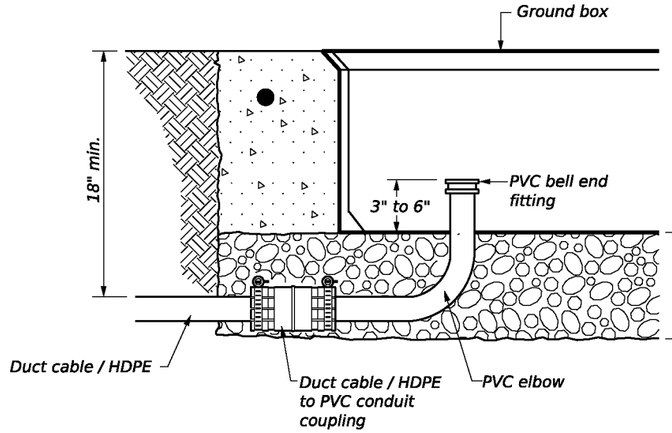
5. When conduit casing is called for in the plans, extend duct cable or HDPE conduit through the conduit casing in one continuous length without connection to the casing.

6. Seal the ends of duct cable or HDPE conduit with duct seal, expandable foam, or other approved method after installation.

7. Provide minimum cover of 24 in. under roadways, 18 in. in other locations, or as shown on the plans.

8. Furnish and install listed fittings to couple duct cable or HDPE conduit to other types of conduit. Duct cable and HDPE conduit may be field-threaded and spliced with PVC or RMC threaded couplings; connected with listed tie-wrap fittings; connected using listed couplings made of HDPE with stainless steel external banding clamps and locking rings; connected with approved electrofusion conduit couplings; or connected using an approved chemical fusion method using an epoxy or adhesive specifically designed for HDPE couplings and connectors. Install connectors in accordance with manufacturer's instructions. Do not use PVC glue on HDPE. Do not use water pipe fittings, or connect conduit with heat shrink tubing.

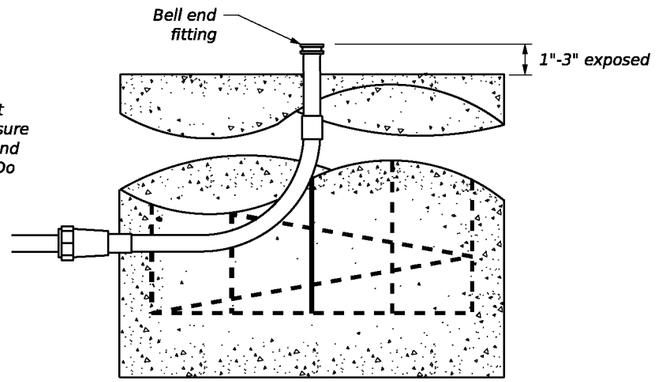
DUCT CABLE / HDPE AT GROUND BOX



When the upper end of an RMC elbow does not enter the ground box,it may be extended with a SCH-40 PVC conduit nipple and bell end, provided there is a minimum of 18 in. of cover over all parts of the elbow. If not, a rigid extension and ground bushing is required.

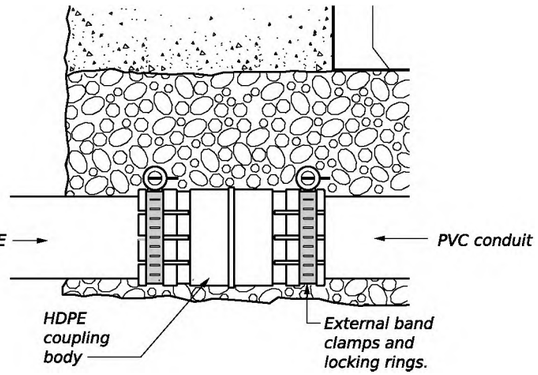
Bed of aggregate is to be a minimum of 9 in. deep, placed under and not in the ground box. Ensure the aggregate does not encroach into the interior of the box.

DUCT CABLE / HDPE AT FOUNDATION

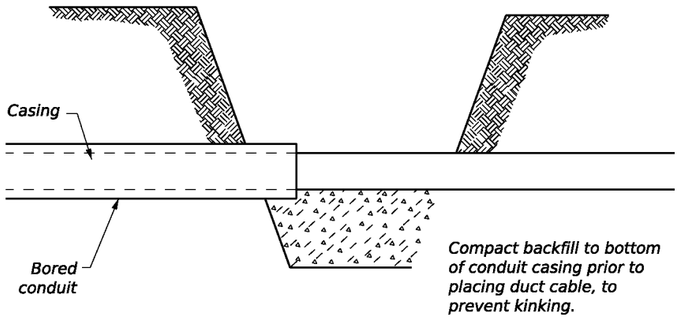


Couple duct to conduit elbow at foundations. Ensure conductors extend into pole base. Do not splice conductors in conduit.

DUCT CABLE / HDPE TO PVC



BORE PIT DETAIL



Compact backfill to bottom of conduit casing prior to placing duct cable, to prevent kinking.

Texas Department of Transportation

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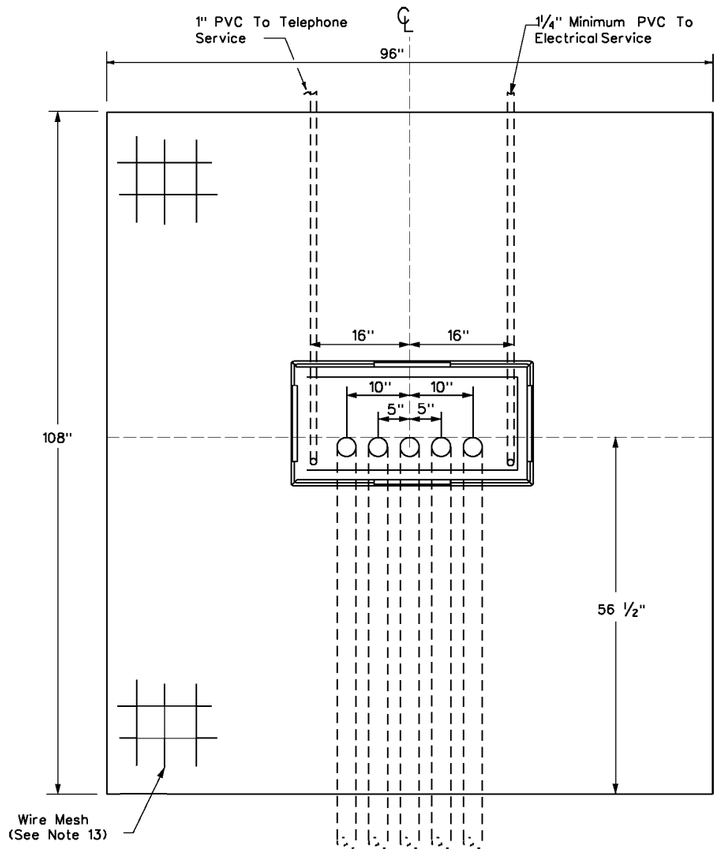
ELECTRICAL DETAILS DUCT CABLE/ HDPE CONDUIT

ED(11)-25

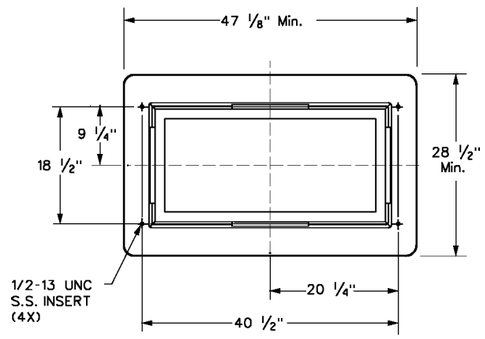
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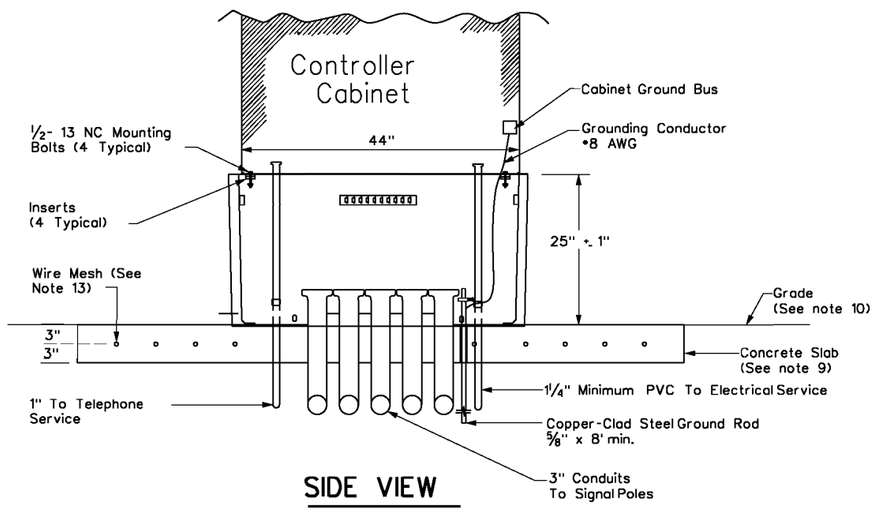
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TOP VIEW



CABINET BASE



SIDE VIEW

TRAFFIC SIGNAL CONTROLLER BASE:

1. Provide a traffic signal controller base (cabinet base) manufactured of polymer concrete material consisting of calcareous and siliceous stone; glass fibers and thermoset polyester resin. The polymer concrete cabinet base must be reinforced on the inside of the cabinet base with fiberglass matting. Provide one of the following bases: Armorcast Part # A6001848X24, Quazite Model # PG3048Z709, or other as approved by TxDOT Traffic Safety Division.

2. The polymer concrete material must have a minimum compressive strength of 10,300 pounds per square inch (psi), minimum flexural strength of 3600 psi, and minimum shear strength of 3600 psi.

3. The polymer concrete cabinet base must conform to the dimensions shown and must accommodate a standard TxDOT basemount cabinet.

4. Supply the cabinet base with four #2"-13 UNC stainless steel inserts for attachment of the cabinet to the base. Inserts must withstand a minimum torque of 50 ft-lb and a minimum straight pull out strength of 750 lbs.

5. Provide the cabinet base with 4 cable racks mounted one on each side of the base 2" to 7 " from the top edge of the base. Unless approved otherwise, cable racks must be 1-1/2 x 9#16x 3#16inch steel channel with eight T-slots spaced at 1-1/2 inches. The cable racks must easily accommodate the insertion of tie wraps to attach field wiring to the racks to serve as strain relief. Secure cable racks to the base using #2"-13 UNC stainless steel screws and inserts.

6. The cabinet base, when secured to the concrete slab with controller cabinet attached, must withstand a minimum wind load of 125 mph or a 850 lb force applied at 49" above the bottom of the base without causing the base or cabinet to come out of their anchored position or cause any permanent deformation. The manufacturer must supply certification by an independent testing laboratory or sealed by a Texas Licensed Professional Engineer. Provide the cabinet base with hardware for attachment to a concrete slab.

7. The traffic signal base must be permanently marked either by impress or by permanent ink with the manufacturer's model number and name or logo.

8. Seal the base to the concrete with a silicone caulk bead and fastened to the slab per manufacturer's instructions.

CONCRETE SLAB:

9. Traffic signal controller pad must be a portland cement concrete slab poured in place, must conform to the dimensions shown, and must be level.

10. Grade earthwork such that it is flush with the concrete pad on all four sides, unless otherwise shown on the plans. Subsidiary to ITEM 680, four inch rip rap may be used in lieu of earthwork. Slopes shall gradually contour to match plans.

11. Bond a #8 AWG copper ground wire and an 8 ft ground rod bonded to the reinforcing mesh by a suitable UL Listed clamp and terminated to the cabinet grounding bus for the purpose of providing a local ground for the electrical grounding conductor. The electrical grounding conductor specified in Item 680-3.A.4 is required and must be terminated to the cabinet ground bus.

12. Install a PVC sleeve to prevent the ground rod from direct embedment in the slab.

13. Provide welded wire mesh 6X6-W2.9 X W2.9 for reinforcement. Provide joints and splices in the mesh with a minimum 6-inch overlap. Center the mesh between top and bottom and provide a minimum 3 inch cover on the edges.

14. Provide Class B concrete minimum for the slab in accordance with Item 421. Construct the slab in accordance with Item 531.

CONDUITS:

15. Stub up and run 3-inch conduits through the slab to the various traffic signal poles and ground boxes as shown on the layouts. Install the number of conduits as shown on layouts plus two additional 3 inch conduits for future use. Terminate the conduits with a bushing between 2 and 4-inches above the slab.

16. Extend conduits for future use at least 18-inches from the edge of the slab, terminate underground with a coupling, and cap and seal so that the seal can be removed without damaging the coupling. This must also apply to unused telephone conduit.

17. Stub up two separate conduits through the slab from the electrical and telephone services. Run the conduit for the electrical feed directly to the electrical service enclosure. Run the conduit for the telephone line directly to the telephone service, usually located on the same pole as the electrical service. Telephone must not under any circumstance share a conduit with any other function.

18. Terminate electric and telephone conduits above the slab with a coupling. After the base is installed, extend the conduits above the top of the base and secure to the base using a steel one-hole strap or similar suitable substitute.

CONTROLLER CABINET:

19. Anchor the controller cabinet to the base using four stainless steel 1/2-13 NC bolts.

20. The silicone caulk bead specified in Item 680.3.B must be RTV 133.

PAYMENT:

21. Bid TS-CF as subsidiary to Item 680.

Texas Department of Transportation

Traffic Safety Division Standard

TRAFFIC SIGNAL CONTROLLER CABINET BASE AND PAD

TS-CF-21

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I. STORMWATER POLLUTION PREVENTION-CLEAN WATER ACT SECTION 402

1. ☐ It is not anticipated that any erosion, sedimentation, or environmental control devices will be needed on this project. The Contractor must still implement appropriate practices to prevent pollution from construction activities from reaching waters of the state. If it becomes necessary to implement control devices, payment for that work must be in accordance with Item 506 Article 4.4, "Change in the Work".

2. ☑ The project will disturb less than 1 acre of soil and has EPICs that require the implementation of erosion, sedimentation, or environmental control devices. The SWP3 summary sheet and associated plan information has been developed and included in the plans. Additional documentation must be maintained during construction in accordance with Department policy.

3. ☐ The project will disturb 1 acres or more of soil therefore requires the implementation of erosion, sedimentation, or environmental control devices. The SWP3 summary sheet and associated plan information has been developed and included in the plans. Additional documentation must be maintained during construction in accordance with Department policy and Texas Commission on Environmental Quality Construction General Permit (TXR150000) requirements.

II. WORK IN OR NEAR STREAMS, WATERBODIES AND WETLANDS CLEAN WATER ACT SECTIONS 401 AND 404

1. ☑ No Permit Required

2. ☐ USACE Permit required for filling, dredging, excavating or other work in any water bodies, rivers, creeks, streams, wetlands or wet areas. The Contractor must adhere to all of the terms and conditions associated with the following permit(s):

   - ☐ Nationwide Permit 14 - PCN not Required (less than 1/10th acre waters or wetlands affected)
   - ☐ Nationwide Permit 14 - PCN Required (1/10 to <1/2 acre, 1/3 in tidal waters)
   - ☐ Other Nationwide Permit Required: NWP#
   - ☐ Individual Standard Permit Required

The SWP3 describes the BMPs planned to control erosion, sedimentation and post-project TSS.

The following lists the impacted water, its stationing, planned disturbed acreage, and additional notes:

1.
2.
3.
4.
5.
6.
7.
8.
9.

III. CULTURAL RESOURCES

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

☐ Additional Required Actions:

1.
2.
3.
4.

IV. VEGETATION RESOURCES

The Contractor must preserve native vegetation to the extent practical. Follow vegetative buffers defined in the SWP3 for work adjacent to water bodies. Contractor must adhere to Construction Specification Requirements Specs 162, 164, 192, 193, 506, 730, 751, 752 in order to comply with requirements for invasive species, beneficial landscaping, and tree/brush removal commitments.

☐ Additional Required Actions:

1.
2.
3.

V. PROTECTED SPECIES AND MIGRATORY BIRDS

The work must not remove active nests from bridges and other structures during nesting season of the birds associated with the nests. If caves or sinkholes are discovered, cease work in the immediate area, and contact the Engineer immediately. Do not disturb or handle bats found under bridges and other structures. Do not harm or kill wildlife that enters the project area, including rattlesnakes. Implement measures to avoid infesting water bodies with zebra mussels, including inspecting equipment prior to placing in water and clean, drain, dry practices.

If any listed species are observed, cease work in the immediate area, do not disturb the species or habitat, and contact the Engineer immediately.

☑ Additional Required Actions:

1. *STATE LISTED SPECIES INCLUDE: TEXAS HORNED LIZARD, TEXAS TORTOISE, TEXAS INDIGO SNAKE AND EASTERN SPOTTED SKUNK.*
2. *BIRD BMP'S: NOT DISTURBING, DESTROYING OR REMOVING ACTIVE NESTS, INCLUDING GROUND NEST BIRDS, DURING THE NESTING SEASON; AVOIDING THE REMOVAL OF UNOCCUPIED INACTIVE NESTS, AS PRACTICABLE, PREVENTING THE ESTABLISHMENT OF ACTIVE NESTS DURING THE NESTING SEASON ON TXDOT OWNED AND OPERATED FACILITIES AND STRUCTURES PROPOSED FOR REPLACEMENT OR REPAIR; NOT COLLECTING, CAPTURING, RELOCATING OR TRANSPORTING BIRDS, EGGS, YOUNG OR ACTIVE NESTS WITHOUT A PERMIT.*
3. *REPTILE BMP'S: DUE TO THE INCREASE ACTIVITY (MATING) OF REPTILES DURING THE SPRING, CONSTRUCTION ACTIVITIES LIKE CLEARING OR GRADING SHOULD ATTEMPT TO BE SCHEDULED OUTSIDE OF THE SPRING (APRIL-MAY) SEASON. ALSO, TIMING GROUND DISTURBING ACTIVITIES BEFORE OCTOBER WHEN REPTILES BECOME LESS ACTIVE AND MAY BE USING BURROWS IN THE PROJECT AREA IS ALSO ENCOURAGED.*
3. *FOR TEXAS HORNED LIZARD, AVOID HARVESTOR ANT MOUNDS WHERE FEASIBLE.*

SHEET 1 OF 2

Texas Department of Transportation — Design Division Standard

ENVIRONMENTAL PERMITS, ISSUES AND COMMITMENTS

EPIC

LIST OF ABBREVIATIONS

BMP: Best Management Practice
CGP: Construction General Permit
DSHS: Texas Department of State Health Services
FHWA: Federal Highway Administration
MBTA: Migratory Bird Treaty Act
MOA: Memorandum of Agreement
MOU: Memorandum of Understanding
MS4: Municipal Separate Stormwater Sewer System
NOI: Notice of Intent
NOT: Notice of Termination
NWP: Nationwide Permit
OHWM: Ordinary High Water Mark
OSHA: Occupational Safety and Health Administration
PCN: Pre-Construction Notification
PSL: Project Specific Location
SDS: Safety Data Sheet
SPCC: Spill Prevention Control and Countermeasure
SW3P: Stormwater Pollution Prevention Plan
TCEQ: Texas Commission on Environmental Quality
TPDES: Texas Pollutant Discharge Elimination System
TPWD: Texas Parks and Wildlife Department
TxDOT: Texas Department of Transportation
TSS: Total Suspended Solids
USACE: U.S. Army Corps of Engineers
USFWS: U.S. Fish and Wildlife Service

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VI. HAZARDOUS MATERIALS OR CONTAMINATION ISSUES

For all projects the Contractor will comply with the OSHA Hazard Communication Standard (29 CFR 1910.1200) for personnel who will be working with hazardous materials by conducting safety meetings prior to beginning construction and making workers aware of potential hazards in the workplace. Ensure that all workers are provided with personal protective equipment appropriate for any hazardous materials used.

Obtain and keep on-site Safety Data Sheets (SDS) for all hazardous products used on the project, which may include, but are not limited to the following categories: paints, acids, solvents, asphalt products, chemical additives, fuels and concrete curing compounds or additives. Provide protected storage, off bareground and covered, for products which may be hazardous. Maintain product labelling as required by the Act. Pollutant housekeeping is also required in accordance with items listed in Section I of this EPIC sheet.

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

Responsibility for Hazardous Materials: Except in cases where the generation of hazardous materials are introduced by the Contractor on any work done by the Contractor on State-owned or controlled sites, the Contractor is not the generator of hazardous materials indentified in the ROW as shown in the plans or as discovered during construction.

Contact the Engineer if any of the following are detected:

* Dead or distressed vegetation (not identified as normal)
* Trash piles, drums, canister, barrels, etc.
* Undesirable smells or odors
* Evidence of leaching or seepage of substances

The following list identifies non-asbestos/lead contamination or waste issues (location, contamination/waste type, if a soil and groundwater management plan applies, and any additional notes)

1.

2.

3.

Demolition Activities - Does the project involve the demolition of any bridge class structure (not including buried culverts) for the purpose of replacement or permanent removal?

1. ☑ No - no further action required for demolition activities
2. ☐ Yes - the Contractor must provide the dates for demolition to the Engineer at least 30 days in advance, to allow the Department sufficient time to prepare and submit the pre-demolition notification to the DSHS at least 10 working days prior to the scheduled demolition.

Asbestos Concerns:

1. ☑ The project does not involve any bridge rehabilitation or replacements. No further action required for bridge asbestos concerns.
2. ☐ The project involves bridge rehabilitation or replacements. The asbestos inspection results are negative. No abatement action is required.
3. ☐ The project involves bridge rehabilitation or replacements. The asbestos inspection results are positive and asbestos abatement is required. The asbestos is located at the following (structure ID and station):

   Location 1.

   Location 2.

   Location 3.

   For positive asbestos results, the following action will apply:

   ☐ The Department has retained a DSHS licensed asbestos abatement contractor under a separate contract to perform the abatement, provide DSHS abatement notification, and perform asbestos management activities. This work must occur prior to the Contractor commencing any work that might disturb asbestos.

   ☐ The Department has included the work to perform the abatement, provide DSHS abatement notification, and perform asbestos management activities in this contract under Item 6.10 and related Special Provision and Special Specification. The Contractor must perform abatement work prior to commencing any work that might disturb asbestos.

Lead Paint Concerns - The project involves demolition or repair work that could require cutting, torch cutting, welding, or abrasive blasting of painted steel.

1. ☑ No - no further action required for lead paint concerns
2. ☐ Yes - the lead paint inspection results are negative. No action required for lead paint concerns.
3. ☐ Yes - the lead paint inspection results are positive. Lead is at the following locations and concentrations:

   Location (location/structure ID) Concentration (ppm)

   Location 1.

   Location 2.

   Location 3.

For positive lead results, the following action will apply:

☐ The work is under Item 446 (Field Cleaning & Painting Steel), management of hazardous materials is addressed in the specification and additional mitigation is not required.

☐ The lead concentration of the coating is known to be less than 90 ppm (Consumer Product Safety Commission threshold for paint to be designated as lead-containing), additional mitigation is not required.

☐ Mitigation for lead hazards is required in accordance with OSHA. The Contractor must provide mitigation as port of this contract. Mitigation may include stripping back of paint from steel at cut points or other areas where paint will be disturbed. The Contractor may select other OSHA-compliant controls or work practices instead of paint stripping to mitigate lead hazards. Manage painted steel in accordance with Standard Specification Item 6.10, Painted Steel Requirements.

☐ Mitigation for lead hazards is required in accordance with OSHA. The Department will provide lead paint removal. The Contractor must notify the Engineer of locations where paint-disturbing activities will occur at least 90 days prior to the work, to allow sufficient time for the Department to remove the paint. Manage painted steel in accordance with Standard Specification Item 6.10, Painted Steel Requirements.

VII. OTHER ENVIRONMENTAL ISSUES

(includes program areas such as Air, Noise, Edwards Aquifer Protection Program, etc.)

☐ Additional Required Actions:

1.

2.

3.

LIST OF ABBREVIATIONS

BMP: Best Management Practice
CGP: Construction General Permit
DSHS: Texas Department of State Health Services
FHWA: Federal Highway Administration
MBTA: Migratory Bird Treaty Act
MOA: Memorandum of Agreement
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SWPP: Stormwater Pollution Prevention Plan
TCEQ: Texas Commission on Environmental Quality
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TxDOT: Texas Department of Transportation
TSS: Total Suspended Solids
USACE: U.S. Army Corps of Engineers
USFWS: U.S. Fish and Wildlife Service

Texas Department of Transportation

Design Division Standard

ENVIRONMENTAL PERMITS, ISSUES AND COMMITMENTS

EPIC

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STORMWATER POLLUTION PRVENTION PLAN (SWP3):

This SWP3 has been developed in accordance with TxDOT policy for projects disturbing less than 1 acre of soil, and not part of a larger common plan of development.

For projects with less than one acre of soil disturbing activity and that have Environmental, Permits, Issues, and Commitments (EPICs) dependent on stormwater controls and water quality measures TxDOT will maintain a SWP3 with all pertinent records, correspondence, environmental documents, etc. at the project field office, Area Office, or electronically.

This SWP3 is consistent with requirements specified in applicable stormwater plans, and the project's environmental permits, issues, and commitments (EPICs).

1.0 SITE/PROJECT DESCRIPTION

1.1 PROJECT CONTROL SECTION JOB (CSJ):
0921-06-373

1.2 PROJECT LIMITS:
From: Price Rd. at Barnard Rd.
To: Price Rd. at Old Port Isabel Rd.

1.3 PROJECT COORDINATES:
BEGIN: (Lat) 25°56'9.78"N ,(Long) 97°30'11.63"W
END: (Lat) 25°55'57.81"N ,(Long) 97°28'29.49"W

1.4 TOTAL PROJECT AREA (Acres): 1.0

1.5 TOTAL AREA TO BE DISTURBED (Acres): 0.5

1.6 NATURE OF CONSTRUCTION ACTIVITY:
Installation of Traffic Signal Improvements

1.7 MAJOR SOIL TYPES:

Soil Type	Description

1.8 PROJECT SPECIFIC LOCATIONS (PSLs):

PSLs must be depicted on the Environmental Layout Sheets in Attachment 1.2 of this SWP3. PSLs may be identified during preconstruction meetings or during the construction process. Please choose from the options below:

☐ PSLs determined during preconstruction meeting
☐ PSLs determined during construction
☐ No PSLs planned for construction

Type	Sheet #s

All off-ROW PSLs required by the Contractor are the Contractor's by local, state, federal laws for off-ROW PSLs. The contractor shall provide diagrams, areas of disturbance, acreage, and BMPs for all off-ROW PSLs within one mile of the project.

1.9 CONSTRUCTION ACTIVITIES:

(Use the following list as a starting point when developing the Construction Activity Schedule and Ceasing Record in Attachment 2.3.)

☑ Mobilization
☑ Install sediment and erosion controls
☑ Blade existing topsoil into windrows, prep ROW, clear and grub
☐ Remove existing pavement
☐ Grading operations, excavation, and embankment
☐ Excavate and prepare subgrade for proposed pavement widening
☐ Remove existing culverts, safety end treatments (SETs)
☐ Remove existing metal beam guard fence (MBGF), bridge rail
☐ Install proposed pavement per plans
☐ Install culverts, culvert extensions, SETs
☐ Install mow strip, MBGF, bridge rail
☐ Place flex base
☐ Rework slopes, grade ditches
☐ Blade windrowed material back across slopes
☑ Revegetation of unpaved areas
☑ Achieve site stabilization and remove sediment and erosion control measures
☐ Other: _____
☐ Other: _____
☐ Other: _____

1.10 POTENTIAL POLLUTANTS AND SOURCES:

☑ Sediment laden stormwater from stormwater conveyance over disturbed area
☑ Fuels, oils, and lubricants from construction vehicles, equipment, and storage
☐ Solvents, paints, adhesives, etc. from various construction activities
☐ Transported soils from offsite vehicle tracking
☑ Construction debris and waste from various construction activities
☐ Contaminated water from excavation or dewatering pump-out water
☑ Sanitary waste from onsite restroom facilities
☑ Trash from various construction activities/receptacles
☐ Long-term stockpiles of material and waste
☐ Discharges from concrete washout activities, runoff from concrete cutting activities, and other concrete related activities
☐ Other: _____
☐ Other: _____
☐ Other: _____

1.11 RECEIVING WATERS:

Receiving waters must be depicted on the Environmental Layout Sheets in Attachment 1.2 of this SWP3. Include Segment # for receiving waters.

Tributaries	Classified Waterbody

** Add (*) for impaired waterbodies with pollutant in ().*

1.12 ROLES AND RESPONSIBILITIES: TxDOT

☒ Development of plans and specifications
☒ Perform SWP3 inspections
☒ Maintain SWP3 records and update to reflect daily operations
☐ Other: _____
☐ Other: _____

1.13 ROLES AND RESPONSIBILITIES: CONTRACTOR

☒ Day To Day Operational Control
☒ Maintain schedule of major construction activities
☒ Install, maintain and modify BMPs
☐ Other: _____
☐ Other: _____

STATE OF TEXAS
ALBERTO J. ALDANA
79962
REGISTERED PROFESSIONAL ENGINEER

Albert J. Aldana 02/24/26
ALBERT J. ALDANA, P.E.

STORMWATER POLLUTION PREVENTION PLAN (SWP3) (Less Than 1 Acre)

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July 2023 Sheet 1 of 2
Texas Department of Transportation

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
			66
STATE	STATE DIST.	COUNTY	
TEXAS	PHR	CAMERON	
CONT.	SECT.	JOB	HIGHWAY NO.
0921	06	371	VARIOUS

STORMWATER POLLUTION PRVENTION PLAN (SWP3):

2.0 BEST MANAGEMENT PRACTICES (BMPs) AND CONTROLS, INSPECTION, AND MAINTENANCE

The Contractor shall be the responsible party for implementing the BMPs described herein and for complying with the SWP3 for control of erosion and sedimentation during day-to-day operations. The Contractor shall implement changes to this SWP3 approved by TxDOT within the times specified in this SWP3 or the CGP.

2.1 EROSION CONTROL AND SOIL STABILIZATION BMPs:

T / P

- ☐ ☐ Protection of Existing Vegetation
- ☐ ☐ Vegetated Buffer Zones
- ☐ ☐ Soil Retention Blankets
- ☐ ☐ Geotextiles
- ☐ ☐ Mulching/ Hydromulching
- ☐ ☐ Soil Surface Treatments
- ☐ ☐ Temporary Seeding
- ☐ ☐ Permanent Planting, Sodding or Seeding
- ☑ ☐ Biodegradable Erosion Control Logs
- ☐ ☐ Rock Filter Dams/ Rock Check Dams
- ☐ ☐ Vertical Tracking
- ☐ ☐ Interceptor Swale
- ☐ ☐ Riprap
- ☐ ☐ Diversion Dike
- ☐ ☐ Temporary Pipe Slope Drain
- ☐ ☐ Embankment for Erosion Control
- ☐ ☐ Paved Flumes
- ☐ ☐ Other: _____
- ☐ ☐ Other: _____
- ☐ ☐ Other: _____
- ☐ ☐ Other: _____

2.2 SEDIMENT CONTROL BMPs:

T / P

- ☑ ☐ Biodegradable Erosion Control Logs
- ☐ ☐ Dewatering Controls
- ☐ ☐ Inlet Protection
- ☐ ☐ Rock Filter Dams/ Rock Check Dams
- ☐ ☐ Sandbag Berms
- ☑ ☐ Sediment Control Fence
- ☐ ☐ Stabilized Construction Exit
- ☐ ☐ Floating Turbidity Barrier
- ☐ ☐ Vegetated Buffer Zones
- ☐ ☐ Vegetated Filter Strips
- ☐ ☐ Other: _____
- ☐ ☐ Other: _____
- ☐ ☐ Other: _____
- ☐ ☐ Other: _____

Refer to the Environmental Layout Sheets/ SWP3 Layout Sheets located in Attachment 1.2 of this SWP3

2.3 PERMANENT CONTROLS:

(Coordinate post-construction BMPs with appropriate TxDOT maintenance sections.)

BMPs To Be Left In Place Post Construction:

Type	Stationing	
	From	To

Refer to the Environmental Layout Sheets/ SWP3 Layout Sheets located in Attachment 1.2 of this SWP3

2.4 OFFSITE VEHICLE TRACKING CONTROLS:

- ☐ Excess dirt/mud on road removed daily
- ☐ Haul roads dampened for dust control
- ☐ Loaded haul trucks to be covered with tarpaulin
- ☐ Stabilized construction exit
- ☐ Daily street sweeping
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

2.5 POLLUTION PREVENTION MEASURES:

- ☐ Chemical Management
- ☑ Concrete and Materials Waste Management
- ☑ Debris and Trash Management
- ☐ Dust Control
- ☑ Sanitary Facilities
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____
- ☐ Other: _____

2.6 VEGETATED BUFFER ZONES:

Natural vegetated buffers shall be maintained as feasible to protect adjacent surface waters. If vegetated natural buffer zones are not feasible due to site geometry, the appropriate additional sediment control measures have been incorporated into this SWP3.

Type	Stationing	
	From	To

Refer to the Environmental Layout Sheets/ SWP3 Layout Sheets located in Attachment 1.2 of this SWP3

2.7 ALLOWABLE NON-STORMWATER DISCHARGES:

- ☒ Fire hydrant flushings
- ☒ Irrigation drainage
- ☒ Pavement washwater (where spills or leaks have not occurred, and detergents are not used)
- ☒ Potable water sources
- ☒ Springs
- ☒ Uncontaminated groundwater
- ☒ Water used to wash vehicles or control dust
- ☒ Other allowable non-stormwater discharges as allowed by TPDES GP TXR150000.

2.8 DEWATERING:

Dewatering discharges of accumulated stormwater, ground -water, and surface water including discharges from dewater -ing of trenches, excavations, foundations, vaults, and other points of accumulation are prohibited unless managed by appropriate controls to prevent and minimize the offsite discharge of sediment and other pollutants.

2.9 INSPECTIONS:

All disturbed areas and erosion and sediment control devices shall be inspected at least once every seven (7) days. Inspections shall be performed by TxDOT as indicated on the Field Inspection and Maintenance Report Form 2118 and retained in Attachment 2.3 of this SWP3 .

2.10 MAINTENANCE:

Control measures shall be properly installed according to specifications. If it is determined that a BMP or control measure is not operating effectively, maintenance must be accomplished as soon as possible and before the next anticipated rain event, but in no case later than 7 calendar days after being able to access the site. Maintenance shall be performed by the Contractor as indicated on the Field Inspection and Maintenance Report Form 2118 and retained in Attachment 2.3 of this SWP3.

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STORMWATER POLLUTION PREVENTION PLAN (SWP3) (Less Than 1 Acre)

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July 2023 Sheet 2 of 2

Texas Department of Transportation

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
			67
STATE	STATE DIST.	COUNTY	
TEXAS	PHR	CAMERON	
CONT.	SECT.	JOB	HIGHWAY NO.
0921	06	371	VARIOUS

Exhibit
TXDOT Standard Specifications and Special Provisions

Foreword

OUTLINE OF SPECIFICATIONS

Each specification is outlined by articles and sections. The basic articles required for a specification are:

1. **DESCRIPTION**
2. **MATERIALS**
3. **EQUIPMENT**
4. **CONSTRUCTION OR WORK METHODS**
5. **MEASUREMENT**
6. **PAYMENT**

Some articles are not used in every item. Measurement and Payment articles are combined when the work described is subsidiary to bid items of the Contract.

HIERARCHY OF ORGANIZATIONAL ELEMENTS

Here "XXX" represents the item number. The hierarchy of organizational elements available below the item level is as follows:

XXX.1., Article
XXX.1.1., Section
XXX.1.1.1., Section
XXX.1.1.1.1., Section
XXX.1.1.1.1.1., Section
XXX.1.1.1.1.1.1., Section

The term section is used for all breaks below the article.

Items 1L–9L

Local Government General Requirements and Covenants

Item 1L
Abbreviations and Definitions

1. APPLICABILITY

Wherever the following terms are used in these specifications or other Contract documents, the intent and meaning will be interpreted as shown below.

2. ABBREVIATIONS

AAR	Association of American Railroads
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standard Committee, Inc.
AMPP	Association for Materials Protection and Performance
AMRL	AASHTO Materials Reference Laboratory
ANLA	American Nursery and Landscape Association
ANSI	American National Standards Institute
APA	The Engineered Wood Association
API	American Petroleum Institute
APWA	American Public Works Association
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASBI	American Segmental Bridge Institute
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASME	American Society of Mechanical Engineers
ASNT	American Society for Nondestructive Testing
ASTM	American Society for Testing and Materials
AWC	American Wood Council
AWG	American Wire Gage
AWPA	American Wood Protection Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BMP	Best Management Practices
CFR	Code of Federal Regulations
CMP	Corrugated Metal Pipe
COE	U.S. Army Corps of Engineers
CRSI	Concrete Reinforcing Steel Institute
DBE	Disadvantaged Business Enterprise
DMS	Departmental Materials Specification
EIA	Electronic Industries Alliance
EPA	U.S. Environmental Protection Agency
FHWA	Federal Highway Administration, U.S. Department of Transportation
FSS	Federal Specifications and Standards (General Services Administration)
GSA	General Services Administration
HUB	Historically Underutilized Business
ICEA	Insulated Cable Engineers Association

IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America
IMSA	International Municipal Signal Association
ISO	International Organization for Standardization
ITE	Institute of Transportation Engineers
ITS	Intelligent Transportation System
LG	Local Government
LRFD	Load and Resistance Factor Design
MASH	Manual for Assessing Safety Hardware
MPL	Material Producer List
NCHRP	National Cooperative Highway Research Program
NCR	Nonconformance Report
NEC	National Electrical Code (Published by NFPA)
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NIST	National Institute of Standards and Technology
NPCA	National Precast Concrete Association
NRM	Nonhazardous Recyclable Material
NRMCA	National Ready Mixed Concrete Association
NSBA	National Steel Bridge Alliance
OSHA	Occupational Safety and Health Administration, U.S. Department of Labor
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PPI	Plastics Pipe Institute
PS&E	Plans, Specifications, and Estimates
PSL	Project Specific Location
PTI	Post-Tension Institute
QA	Quality Assurance
QC	Quality Control
RCP	Reinforced Concrete Pipe
RPLS	Registered Public Land Surveyor
RRC	Railroad Commission of Texas
SBE	Small Business Enterprise
SFPA	Southern Forest Products Association
SI	International System of Units
SPIB	Southern Pine Inspection Bureau
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality
TDLR	Texas Department of Licensing and Regulation
TMUTCD	Texas Manual on Uniform Traffic Control Devices
UL	Underwriters Laboratory, Inc.
USC	United States Code
WRI	Wire Reinforcement Institute
WWPA	Western Wood Products Association

3. DEFINITIONS

3.1. **Abrasive Blasting**. Spraying blasts of pressurized air combined with abrasive media.

3.2. **Actual Cost**. Contractor's actual cost to provide labor, material, equipment, and project overhead necessary for the work.

3.3. **Addendum**. Change in proposal forms developed between advertising and bid submittal deadline.

3.4. **Additive Alternate**. A bid item contained in a proposal that is not a regular item or a replacement alternate bid item. The additive alternate item(s) include work that may be added to the base bid at the time of letting.

3.5. **Advertisement**. The public announcement required by law inviting bids for work to be performed or materials to be furnished.

3.6. **Affiliates**. Two or more Bidders are affiliated if they share common officers, directors, or stockholders; a family member of an officer, director, or stockholder of one Bidder serves in a similar capacity in another of the Bidders; an individual who has an interest in, or controls a part of, one Bidder either directly or indirectly also has an interest in, or controls a part of, another of the Bidders; the Bidders are so closely connected or associated that one of the Bidders, either directly or indirectly, controls or has the power to control another Bidder; one Bidder controls or has the power to control another Bidder; or the Bidders are closely allied through an established course of dealings, including, but not limited to, the lending of financial assistance. Refer to 43 TAC § 9.12(g), "Affiliated Entities."

3.7. **Air Blasting**. Spraying blasts of pressurized air free of oil and moisture.

3.8. **Air Temperature**. The temperature measured in degrees Fahrenheit (°F) in the shade, not in the direct rays of the sun, and away from artificial heat.

3.9. **Anticipated Profit**. Profit for work not performed.

3.10. **Apparent Low Bidder**. The Bidder determined to have the numerically lowest total bid as a result of the tabulation of bids by the Owner.

3.11. **Architect of Record**. A person registered as an architect or licensed as a landscape architect, in conformance with State law, exercising overall responsibility for the design or a significant portion of the design and performing certain Contract administration responsibilities as described in the Contract; or a firm employed by the Owner to provide professional architectural services.

3.12. **Arterial Highway**. A highway used primarily for through traffic and usually on a continuous route.

3.13. **Available Bidding Capacity**. Not applicable to Locally Let projects.

3.14. **Award**. The Owner's acceptance of a Contractor's bid for a proposed Contract that authorizes the Owner to enter into a Contract.

3.15. **Bid**. The offer from the Bidder for performing the work described in the proposal.

3.16. **Bid Bond**. The security executed by the Contractor and the Surety furnished to the Owner to guarantee payment of liquidated damages if the Contractor fails to enter into an awarded Contract.

3.17. **Bid Error**. A mathematical mistake made by a Bidder in the unit price entered into the proposal.

3.18. **Bidder**. An individual, partnership, limited liability company, corporation, or joint venture submitting a bid for a proposed Contract.

3.19. **Bidders Questionnaire**. A prequalification form that reflects detailed equipment and experience data but waives audited financial data.

3.20. **Bidding Capacity**. Not applicable to Locally Let projects.

3.21. **Blast Cleaning**. Using one of the blasting methods including, but not limited to water blasting, low-pressure water blasting, high-pressure water blasting, abrasive blasting, water-abrasive blasting, shot blasting, slurry blasting, water -injected abrasive blasting, and brush blasting.

3.22. **Bridge**. A structure, including supports, erected over a depression or an obstruction (e.g., water, a highway, or a railway) with a roadway or track for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 ft. between faces of abutments, spring lines of arches, or extreme ends of the openings for multiple box culverts.

3.23. **Brush Blasting**. Sweeping lightly with an abrasive blast to remove loose material.

3.24. **Building Contract**. Not applicable to Locally Let projects.

3.25. **Callout Work**. Contracts, or work items in Contracts, that require a Contractor's response on an as-needed basis (e.g., see Item 351, "Flexible Pavement Structure Repair").

3.26. **Certificate of Insurance**. A form approved by the Owner covering insurance requirements stated in the Contract.

3.27. **Change Order**. Written order to the Contractor detailing changes to the specified work, item quantities, or any other modification to the Contract.

3.28. **Commission**. The Texas Transportation Commission or authorized representative.

3.29. **Concrete Construction Joint**. A joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set.

3.30. **Concrete Repair Manual**. TxDOT manual specifying methods and procedures for concrete repair as an extension of the standard specifications.

3.31. **ConcreteWorks©**. TxDOT-owned software for concrete heat analysis. Software is available on the TxDOT's website.

3.32. **Confidential Questionnaire**. A prequalification form that reflects detailed financial and experience data.

3.33. **Construction Contract**. A Contract entered under state law for the construction, reconstruction, repair, or maintenance of a segment of the Owner's or State transportation highway system.

3.34. **Consultant**. The licensed professional engineer or engineering firm, or the architect or architectural firm, registered in the State of Texas and under Contract to the Owner to perform professional services. The consultant may be the Engineer or architect of record or may provide services through and be subcontracted to the Engineer or architect of record.

3.35. **Contract**. The agreement between the Owner and the Contractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.

3.36. **Contract Documents**. Elements of the Contract including, but not limited to, the plans, specifications incorporated by reference, special provisions, special specifications, Contract bonds, change orders, and supplemental agreements.

3.37. **Contract Time**. The number of working days specified for completion of the work, including authorized additional working days.

3.38. **Contractor**. The individual, partnership, limited liability company, corporation, or joint venture and all principals and representatives with which the Contract is made by the Owner.

3.39. **Control of Access**. The condition in which the right to access of owners or occupants of abutting land or other persons in connection with a highway is fully or partially controlled by public authority.

3.40. **Control Point**. An established point shown on the plans to provide vertical and horizontal references for geometric control for construction.

3.41. **Controlled Access Highway**. Any highway to or from which access is denied or controlled, in whole or in part, from or to abutting land or intersecting streets, roads, highways, alleys, or other public or private ways.

3.42. **Cross-Sections**. Graphic representations of the original ground and the proposed facility, at right angles to the centerline or base line.

3.43. **Culvert**. Any buried structure providing an opening under a roadway for drainage or other purposes. Culverts may also be classified as bridges. (See Section 1.3.22., "Bridge.")

3.44. **Cycle**. The activity necessary for performing the specified work within the right of way project limits once.

3.45. **Daily Road-User Cost**. Damages based on the estimated daily cost of inconvenience to the traveling public resulting from the work.

3.46. **Debar (Debarment)**. Disqualification of an entity from bidding on or entering into a Contract with the Owner, from participating as a subcontractor under a Contract with the Owner, and from participating as a supplier of materials or equipment to be used under a Contract with the Owner.

3.47. **Department**. The Texas Department of Transportation (TxDOT).

3.48. **Departmental Materials Specifications**. Reference specifications for various materials published by the Materials and Tests Division.

3.49. **Detour**. A temporary traffic route around a closed portion of a road.

3.50. **Direct Traffic Culvert**. Concrete box culvert whose top slab is used as the final riding surface or is to have an overlay or other riding surface treatment.

3.51. **Disadvantaged Business Enterprise**. A for-profit small business certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26, that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, in which at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the individuals who own it.

3.52. **Divided Highway**. A highway with separate roadways intended to move traffic in opposite directions.

3.53. **Easement**. A real property right acquired by one party to use land belonging to another party for a specified purpose.

3.54. **Electronic Vault**. The Owner's bidding system where electronic bids are stored before bid opening.

3.55. **Engineer**. The Chief Engineer of the Owner or the authorized representative of the Chief Engineer.

3.56. **Equipment Watch**. Publication containing equipment rental rates.

3.57. **Escalation Ladder**. A process to determine issue resolution during the course of the Contract.

3.58. **Expressway**. A divided arterial highway for through traffic with full or partial control of access and generally with grade separations at intersections.

3.59. **Family Member**. A family member of an individual is the individual's parent, parent's spouse, stepparent, stepparent's spouse, sibling, sibling's spouse, spouse, child, child's spouse, spouse's child, spouse's child's

spouse, grandchild, grandparent, uncle, uncle's spouse, aunt, aunt's spouse, first cousin, or first cousin's spouse. Refer to 43 TAC § 9.12(g), "Affiliated Entities."

3.60. **Force Account**. Payment for directed work based on the actual cost of labor, equipment, and materials furnished with markups for project overhead and profit.

3.61. **Freeway**. An expressway with full control of access.

3.62. **Frontage Road**. A local street or road auxiliary to and located along an arterial highway for service to abutting property and adjacent areas and for control of access (sometimes known as a service road, access road, or insulator road).

3.63. **Hazardous Materials or Waste**. Hazardous materials or waste include, but are not limited to, explosives, compressed gas, flammable liquids, flammable solids, combustible liquids, oxidizers, poisons, radioactive materials, corrosives, etiologic agents, and other material classified as hazardous by 40 CFR 261, or applicable state and federal regulations.

3.64. **High-Pressure Water Blasting**. Water blasting with pressures between 5,000 and 10,000 psi.

3.65. **Highway, Street, or Road**. General terms denoting a public way for purposes of and related to vehicular, pedestrian, and bicycle travel, including the entire area within the right of way including Intersections and Easements; all related structures, improvements, and appurtenances, including but not limited to the roadside and roadside facilities, drainage systems, signal systems, and other traffic in formation and control systems; or other structures or improvements that directly or indirectly serve public travel. Recommended usage in urban areas is highway or street, and in rural areas, highway or road.

3.66. **Historically Underutilized Business (HUB)**. A corporation, sole proprietorship, partnership, or joint venture formed for the purpose of making a profit certified by the Texas Building and Procurement Commission, and 51% owned by one or more persons who are economically disadvantaged because of their identification as members of certain groups, including African Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, or women, and have a proportionate interest and demonstrate active participation in the control, operation, and management of the business' affairs. Individuals meeting the HUB definition are required to be residents of the State of Texas. Businesses that do not have their primary headquarters in the State of Texas are not eligible for HUB certification.

3.67. **In Writing**. Communication memorialized, including written or electronic documentation by email or letter only.

3.68. **Incentive and Disincentive Provisions**. An adjustment to the Contract price of a predetermined amount for each day the work is completed ahead of or behind the specified milestone, phase, or Contract completion dates. The amount of the incentive and disincentive is determined based on estimated costs for engineering, traffic control, delays to the motorists, and other items involved in the Contract.

3.69. **Independent Assurance Tests**. Tests used to evaluate the sampling and testing techniques and equipment used in the acceptance program. The tests are performed by the Owner and are not used for acceptance purposes.

3.70. **Inspector**. The person assigned by the Engineer to inspect for compliance with the Contract any or all parts of the work and the materials used.

3.71. **Intelligent Transportation System**. An integrated system that uses video and other electronic detection devices to monitor traffic flows.

3.72. **Intersection**. The general area where two or more highways, streets, or roads join or cross, including the roadway and roadside facilities for vehicular, pedestrian, and bicycle traffic movements within it.

3.73. **Island**. An area within a roadway from which vehicular traffic is intended to be excluded, together with any area at the approach occupied by protective deflecting or warning devices.

3.74. **Joint Venture**. Any combination of individuals, partnerships, limited liability companies, or corporations submitting a single bid proposal.

3.75. **Lane Rental**. A method to assess the Contractor daily or hourly rental fees for each lane, shoulder, or combination of lanes and shoulders taken out of service.

3.76. **Letting**. The receipt, opening, tabulation, and determination of the apparent low Bidder.

3.77. **Letting Official**. The employee empowered by the Owner to officially receive bids and close the receipt of bids at a letting.

3.78. **Licensed Professional Engineer**. A person who has been duly licensed by the Texas Board of Professional Engineers to engage in the practice of engineering in the State of Texas; also referred to as a Professional Engineer.

3.79. **Limits of Construction**. An area with established boundaries, identified within the highway right of way and easements, where the Contractor is permitted to perform the work.

3.80. **Local Street or Road**. A street or road primarily for access to residence, business, or other abutting property.

3.81. **Low-Pressure Water Blasting**. Water blasting with pressures between 3,000 and 5,000 psi.

3.82. **Major Item**. An item of work included in the Contract that has a total cost equal to or greater than 5% of the original Contract or $100,000 whichever is less. A major item at the time of bid will remain a major item. An item not originally a major item does not become one through the course of the Contract.

3.83. **Material Producer List**. TxDOT-maintained list of approved products, materials, laboratories, service providers, manufacturers, and producers.

3.84. **Materially Unbalanced Bid**. A bid that generates a reasonable doubt that award to the Bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Owner.

3.85. **Materials Contract**. Not applicable to Locally Let projects.

3.86. **Materials Supplier's Questionnaire**. A prequalification form that reflects basic information, such as company contact, signature authority, and other requirements, but waives financial, equipment, and experience data.

3.87. **Mathematically Unbalanced Bid**. A bid containing bid prices that do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs.

3.88. **Median**. The portion of a divided highway separating the traffic lanes in opposite directions.

3.89. **Milestone Date**. The date that a specific portion of the work is to be completed before the completion date for all work under the Contract.

3.90. **Monolithic Concrete Placement**. The placement of plastic concrete in such manner and sequence to prevent a construction joint.

3.91. **National Holidays**. January 1, the last Monday in May, July 4, the first Monday in September, the fourth Thursday in November, December 24, and December 25.

3.92. **Nonhazardous Recyclable Material**. A material recovered or diverted from the nonhazardous waste stream for the purposes of reuse or recycling in the manufacture of products that may otherwise be produced using raw or virgin materials.

3.93. **Nonresident Bidder**. A Bidder whose principal place of business is not in Texas. This includes a Bidder whose ultimate parent company or majority owner does not have its principal place of business in Texas.

3.94. **Nonresponsive Proposal**. A proposal that does not meet the criteria for acceptance contained in the proposal form.

3.95. **Non-Site-Specific Contracts**. Contracts where a geographic region is specified for the work and work orders, with or without plans, detail the limits and work to be performed.

3.96. **Notification**. Either written or oral instruction to the Contractor. Voice mail is oral notification.

3.97. **Pavement**. That part of the roadway with a constructed surface for the use of vehicular traffic.

3.98. **Pavement Structure**. Combination of surface course and base course placed on a subgrade to support the traffic load and distribute it to the roadbed.

3.98.1. **Base Course**. One or more layers of specified material thickness placed on a subgrade to support a surface course.

3.98.2. **Subgrade**. The top surface of a roadbed upon which the pavement structure, shoulders, and curbs are constructed.

3.98.3. **Subgrade Treatment**. Modifying or stabilizing material in the subgrade.

3.98.4. **Surface Course**. Pavement structure layers designed to accommodate the traffic load. The top layer resists skidding, traffic abrasion, and the disintegrating effects of climate and is sometimes called the wearing course.

3.99. **Payment Bond**. The security executed by the Contractor and the Surety, furnished to the Owner to guarantee payment of all legal debts of the Contractor pertaining to the Contract.

3.100. **Performance Bond**. The security executed by the Contractor and the Surety, furnished to the Owner to guarantee the completion of the work in accordance with the terms of the Contract.

3.101. **Plans**. The drawings approved by the Engineer, including true reproductions of the drawings that may show the location, character, dimensions, and details of the work and are a part of the Contract. Documents may include drawings or digital files.

3.102. **Power of Attorney for Surety Bonds**. An instrument under corporate seal appointing an attorney-in-fact to act on behalf of a Surety in signing bonds.

3.103. **Prequalification**. The process for determining a Contractor's eligibility to bid work.

3.104. **Prequalification Statement**. The forms on which required information is furnished concerning the Contractor's ability to perform and finance the work.

3.105. **Project-Specific Location**. A material source, plant, waste site, parking area, storage area, field office, staging area, haul road, or other similar location either outside the project limits or within the project limits but not specifically addressed in the Contract.

3.106. **Proposal**. The offer from the Bidder submitted on the prescribed form, including addenda issued, giving unit bid prices for performing the work described in the plans and specifications.

3.107. **Proposal Form**. The form printed and sent to the Bidder by the Owner or printed by the Bidder from the Owner's bidding system.

3.108. **Proposal Guaranty**. The security furnished by the Bidder as a guarantee that the Bidder will enter into a Contract if awarded the work.

3.109. **Quality Assurance (QA)**. Sampling, testing, inspection, and other activities conducted by the Engineer to determine payment and make acceptance decisions.

3.110. **Quality Control (QC)**. Sampling, testing, and other process control activities conducted by the Contractor to monitor production and placement operations.

3.111. **Ramp**. A section of highway for the primary purpose of making connections with other highways.

3.112. **Recurring Maintenance Work Contracts**. Contracts or work for which maintenance is needed at the same location on more than one occasion (e.g., mowing Contracts for which mowing cycles are requested on multiple occasions).

3.113. **Referee Tests**. Tests requested to resolve differences between Contractor and Engineer test results.

3.114. **Regular Item**. A bid item contained in a proposal and not designated as an additive alternate or replacement alternate bid item.

3.115. **Rental Rate Blue Book for Construction Equipment**. Publication containing equipment rental rates.

3.116. **Repair**. Performed under Transportation Code §223, Subchapter A for Highway Improvement Contracts and includes restoration of a Highway, Street, or Road by replacing or putting together, in whole or in part, what is torn, broken, or otherwise damaged. Repair denotes the process of restoring all or part of a Highway, Street, or Road that has been subjected to decay, waste, injury, partial destruction, erosion, dilapidation, degradation, etc.

3.117. **Replacement Alternate**. A bid item identified the proposal form that a Bidder may substitute for a specific regular item of work.

3.118. **Responsive Bid**. A proposal that meets all requirements of the proposal form for acceptance.

3.119. **Right of Way**. A general term denoting land or property devoted to transportation purposes.

3.120. **Roadbed**. The graded portion of a highway prepared as foundation for the pavement structure and shoulders. On divided highways, the depressed median type and the raised median type highways are considered to have two roadbeds. Highways with a flush median are considered to have one roadbed. Frontage roads are considered separate roadbeds.

3.121. **Road Master**. A railroad maintenance official in charge of a division of railway.

3.122. **Roadside**. The areas between the outside edges of the shoulders and the right of way boundaries. Unpaved median areas between inside shoulders of divided highways and areas within interchanges are included.

3.123. **Roadway**. The portion of the highway (including shoulders) used by the traveling public.

3.124. **Routine Maintenance Contract**. Not applicable to Locally Let projects.

3.125. **Sandblasting, Dry**. Spraying blasts of pressurized air combined with sand.

3.126. **Sandblasting, Wet**. Spraying blasts of pressurized water combined with sand.

3.127. **Shot Blasting**. Spraying blasts of pressurized air combined with metal shot.

3.128. **Shoulder**. That portion of the roadway contiguous with the traffic lanes for accommodation of stopped vehicles for emergency use or for lateral support of base and surface courses.

3.129. **Sidewalk**. Portion of the right of way constructed exclusively for pedestrian use.

3.130. **Slurry Blasting**. Spraying blasts of pressurized air combined with a mixture of water and abrasive media.

3.131. **Small Business Enterprise**. A firm (including affiliates) whose annual gross receipts do not exceed the U.S. Small Business Administration's size standards for 4 consecutive yr.

3.132. **Special Provisions**. Additions or revisions to these standard specifications or special specifications.

3.133. **Special Specifications**. Supplemental specifications applicable to the Contract not covered by these standard specifications.

3.134. **Specifications**. Directives or requirements issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the Contract. References to DMSs, ASTM or AASHTO specifications imply the latest standard or tentative standard in effect on the date of the proposal. The Engineer will consider incorporation of subsequent changes to these documents in accordance with Item 4, "Scope of Work."

3.135. **State**. The State of Texas.

3.136. **State Holiday**. A holiday authorized by the State Legislature excluding optional State holidays and not listed in Section 1.3.91., "National Holidays." A list of State holidays can be found on the TxDOT's website.

3.137. **Station**. A unit of measurement consisting of 100 horizontal ft.

3.138. **Subcontract**. The agreement between the Contractor and subcontractor establishing the obligations of the parties for furnishing of materials and performance of the work prescribed in the Contract documents.

3.139. **Subcontractor**. An individual, partnership, limited liability company, corporation, or any combination thereof that the Contractor sublets, or proposes to sublet, any portion of a Contract, excluding a material supplier, a hauling firm hauling only from a commercial source to the project, a truck owner-operator, a wholly owned subsidiary, or specialty-type businesses such as security companies and rental companies.

3.140. **Subsidiary**. Materials, labor, or other elements that because of their nature or quantity have not been identified as a separate item and are included within the items on which they necessarily depend.

3.141. **Substantial Completion of Work**. The date (day) when all project work requiring lane or shoulder closures or obstructions is completed, and traffic is following the lane arrangement as shown on the plans for the finished roadway; all pavement construction and surfacing are complete; and traffic control devices and pavement markings are in their final position, unless otherwise shown on the plans. The Engineer may make an exception for permanent pavement markings provided the lack of markings does not cause a disruption to traffic flow or an unsafe condition for the traveling public, and work zone pavement markings are in place.

3.142. **Substructure**. The part of the structure below the bridge seats but not including bearings, drilled shafts, or piling. Parapets, back walls, wing walls of the abutments, and drainage structures are considered parts of the substructure.

3.143. **Superintendent**. The representative of the Contractor who is available at all times and able to receive instructions from the Engineer or authorized Owner representatives and to act for the Contractor.

3.144. **Superstructure**. The part of the structure above the bridge seats or above the springing lines of arches and including the bearings. Flatwork construction may be considered superstructure.

3.145. **Supplemental Agreement**. Written agreement entered into between the Contractor and the Owner and approved by the Surety, covering alterations and changes in the Contract. A supplemental agreement is used by the Owner whenever the modifications include assignment of the Contract from one entity to another or other cases as desired by the Owner.

3.146. **Surety**. The corporate body or bodies authorized to do business in Texas bound with and for the Contractor for the faithful performance of the work covered by the Contract and for the payment for all labor and material supplied in the prosecution of the work.

3.147. **Surplus Materials**. Any debris or material related to the Contract not incorporated into the work.

3.148. **Suspension**. Action taken by the Owner or federal government pursuant to regulation that prohibits a person or company from entering into a Contract, or from participating as a subcontractor, or supplier of materials or equipment used in a highway improvement Contract as defined in Transportation Code, Chapter 223, Subchapter A.

3.149. **Traffic Lane**. The strip of roadway intended to accommodate the forward movement of a single line of vehicles.

3.150. **Traveled Way**. The portion of the roadway for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

3.151. **Truck Owner-Operator**. An individual who owns and operates one truck for hire.

3.152. **UT-Bridge**. TxDOT-owned software for steel girder erection. Software is available on the TxDOT's website.

3.153. **UT-Lift**. TxDOT-owned software for steel girder erection. Software is available on the TxDOT's website.

3.154. **Utility**. Privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, heat, gas, oil, water, waste, or stormwater that are not connected with the highway drainage, signal systems, or other products that directly or indirectly serve the public; the utility company.

3.155. **Verification Tests**. Tests used to verify accuracy of QC and QA and mixture design testing.

3.156. **Water-Abrasive Blasting**. Spraying blasts of pressurized water combined with abrasive media.

3.157. **Water Blasting**. Spraying blasts of pressurized water of at least 3,000 psi.

3.158. **Water-Injected Abrasive Blasting**. Abrasive blasting with water injected into the abrasive and air stream at the nozzle.

3.159. **Wholly Owned Subsidiary**. A legal entity owned entirely by the Contractor or subcontractor.

3.160. **Work**. The furnishing of all labor, materials, equipment, and incidentals necessary for the successful completion of the Contract.

3.161. **Work Order**. Written notice to the Contractor to begin the work. The work order may include the date when work and time charges will begin, the allowable number of working days, and plan sheets providing details specific to a location or to an item of work for non-site-specific work. A work order is part of the Contract.

3.162. **Written Notice**. Written notice is considered to have been duly given if delivered in person to the individual or member to whom it is intended or if sent by regular, registered, or certified mail and delivered to the last

known business address; sent by facsimile to the last known phone number; or sent by email to the last known address. The date of the letter will serve as the beginning day of notice. Unclaimed mail or failure to provide current contact information will not be considered a failure to provide written notice.

Item 2L
Instructions to Bidders

1. INTRODUCTION

Instructions to the Contractor in these specifications are generally written in active voice, imperative mood. The subject of imperative sentences is understood to be "the Contractor." The Owner's responsibilities are generally written in passive voice, indicative mood. Phrases such as "as approved," "unless otherwise approved," "upon approval," "as directed," "as verified," "as ordered," and "as determined" refer to actions of the Engineer unless otherwise stated, and it is understood that the directions, orders, or instructions to which they relate are within the limitations of and authorized by the Contract.

2. ELIGIBILITY OF BIDDERS

Obtain a prequalification form from the Department's website. A Bidder must be prequalified by Confidential Questionnaire at the time of bid opening. Comply with all technical prequalification requirements in the proposal.

2.1. **Confidential Questionnaire (CQ)**. Submit a CQ and an audited financial statement for approval. Once prequalified, a Bidder's eligibility is valid for a period of 1 yr. from the balance sheet statement date.

2.2. **Bidder's Questionnaire (BQ)**. Bidders prequalified with a BQ are only eligible to bid on projects identified as being waived from the requirements of Section 2L.2.1., "Confidential Questionnaire (CQ)." These projects are designated with a "W" on the Proposal Request Form. Submit a BQ for approval. Once prequalified, a Bidder's eligibility is valid for a period of 1 yr. from the date the BQ was received by the Department.

3. ISSUING PROPOSAL FORMS

The Owner will issue a proposal form to a prequalified Bidder if the Engineer's estimate is within that Bidder's available bidding capacity. Request a proposal form electronically from the Owner's website. A proposal form printed directly from the Owner's website is for informational purposes only and will not be accepted as an official proposal form. In the case of a joint venture (JV), all JV participants must be prequalified. An equally divided portion of the Engineer's estimate must be within each participant's available bidding capacity.

The Owner will not issue a proposal form if one or more of the following apply:

- the Bidder is suspended or debarred by the Commission or TxDOT,
- the Bidder has not fulfilled the requirements for prequalification,
- the Bidder does not have the available bidding capacity,
- the Bidder is prohibited from rebidding a specific proposal form due to a bid error on the original proposal form,
- the Bidder failed to enter into a Contract on the original award,
- the Bidder was defaulted or terminated on the original Contract, unless the Owner terminated in the best interest of the State or the public,
- the Bidder or a subsidiary or affiliate of the Bidder has received compensation from the Owner to participate in the preparation of the plans or specifications on which the bid or Contract is based,
- the Bidder is ineligible to bid on any proposed Contract in accordance with Article 7L.15., "Responsibility for Damage Claims,"
- the Bidder failed to attend a mandatory pre-bid conference,

- the Bidder or affiliate of the Bidder that was originally determined as the apparent low Bidder on a project but was deemed nonresponsive for failure to register or participate in the Department of Homeland Security (DHS) E-Verify system as specified in Article 2.15., "Department of Homeland Security (DHS) E-Verify System," is prohibited from rebidding that specific project.

4. INTERPRETING ESTIMATED QUANTITIES

The quantities listed on the proposal form are approximate and will be used for the comparison of bids. Payments will be made for the work performed in accordance with the Contract.

5. EXAMINING DOCUMENTS AND WORK LOCATIONS

Examine the proposal form, plans, specifications, and specified work locations before submitting a bid for the work. Submitting a bid will be considered evidence that the Bidder has performed this examination. Borings, soil profiles, water elevations, and underground utilities shown on the plans were obtained for the Owner's use in the preparation of the plans. This information is provided for the Bidder's information only, and the Owner makes no representation as to the accuracy of the data. Be aware of the difficulty of accurately classifying all material encountered in making foundation investigations, the possible erosion of stream channels and banks after survey data have been obtained, and the unreliability of water elevations other than for the date recorded.

Oral explanations, instructions, or consideration for Contractor-proposed changes on the proposal form given during the bidding process are not binding. Only requirements included on the proposal form, associated specifications, plans, and Owner-issued addenda are binding. Request explanations of documents in adequate time to allow the Owner to reply before the bid opening.

Immediately notify the Owner of any error, omission, or ambiguity discovered in any part of the proposal form and Contract documents. The Owner will issue addenda when appropriate.

6. PREPARING THE BID

Prepare the bid on the proposal form furnished by the Owner. Informational proposal forms printed from the Owner's website will not be accepted.

Specify a unit price in dollars and cents for each regular item and additive alternate item, or replacement alternate item for which an estimated quantity is given.

When "Working Days" is an item, submit the number of working days to be used to complete the Contract or phases of the Contract shown on the plans.

The Owner will not accept an incomplete bid. A bid that has one or more of the deficiencies listed below is considered incomplete:

- certifications were not acknowledged,
- a regular item or the additive alternate item is left blank,
- a regular item and the corresponding replacement alternate item are left blank,
- the proposal form submitted had the incorrect number of items,
- the Bidder did not acknowledge all addenda, or
- additionally, for printed bids:

- the blank spaces for each item as required on the bid form are not filled in by writing in words in ink,
- the bid was not signed in ink in the complete and correct name of the bidder making the bid, and signed by the person or persons authorized to bind the bidder, or
- unit prices were not stated in dollars and cents for each bid item listed on the bid form, except in the case of a regular bid item that has an alternate bid item.

7. NONRESPONSIVE BID

The Owner will not accept a nonresponsive bid. A bid that has one or more of the deficiencies listed below is considered nonresponsive:

- the Bidder failed to acknowledge receipt of all addenda issued,
- the proposal form was signed by a person who was not authorized to bind the Bidder or Bidders,
- the proposal guaranty did not comply with the requirements contained in this Item,
- the bid was in a form other than the official proposal form issued by the Owner,
- the Bidder modified the bid in a manner that altered the conditions or requirements for work as stated in the proposal form,
- the Bidder bid more than the maximum or less than the minimum number of allowable working days shown on the plans when working days was an item,
- a typed proposal form does not contain the information in the format shown on the "Example of Bid Prices Submitted by Computer Printout" on the proposal form,
- the Bidder did not meet the requirements of the technical qualification,
- The bidder is not prequalified by TxDOT

8. ELECTRONIC BID

The Bidder is responsible for taking the appropriate measures to submit a bid. These measures include, but are not limited to acquiring hardware, software, and Internet connectivity needed for submitting a bid via the Owner's bidding system.

8.1. **Proposal Form**. Use the electronic proposal form in the Owner's bidding system. When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda listed in the Owner's bidding system.

The electronic proposal form does not contain the special provisions, special specifications, general notes, and other Contract documents. These documents are included by reference.

8.2. **Proposal Guaranty**. Provide a proposal guaranty in the amount indicated on the proposal form. Use an electronic bid bond. Guaranty checks or printed bid bonds will not be accepted.

For a JV, the bond must be in the name of all JV participants. Enter the bond authorization code into the Owner's bidding system.

It is the Bidder's responsibility to ensure the electronic bid bond is issued in the name or Owner vendor identification numbers of the Bidder or Bidders.

8.3. **Submittal of Bid**. Submit the bid to the vault using the Owner's bidding system.

8.4. **Revising the Proposal Form**. Make desired changes in the Owner's bidding system up until the time and date set for the opening of bids. The last bid submitted to the vault will be used for tabulation purposes.

8.5. **Withdrawing a Bid**. Submit an electronic or written request to withdraw a bid before the time and date set for the opening. The Owner will not accept oral requests. An electronic request must be made using the Owner's bidding system.

If a bidder is unable to withdraw an electronic bid using the Owner's bidding system, a written request may be submitted. A written request must be signed and submitted to the Letting Official conducting the letting, with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of a JV, the Owner will accept a request from any person authorized to bind a party to the JV. The Owner may require written delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

9. PRINTED BID

9.1. **Proposal Form**. Mark all entries in ink. As an alternative to hand writing the unit prices on the proposal form, submit a typed proposal form. A typed proposal form must contain the information in the format shown on the "Example of Bid Prices Submitted by Computer Printout" on the proposal form.

When regular bid items have corresponding replacement alternate items, select the bid item or group of items to be used for the bid tabulation. Acknowledge all addenda by checking the appropriate box on the addendum acknowledgement page. Provide the complete and correct name of the Bidder submitting the bid. A person authorized to bind the Bidder must sign the proposal form. In the case of a JV, provide the complete and correct name of all Bidders submitting the bid. In the case of a JV, the person signing the proposal form must be authorized to bind all JV participants.

9.2. **Proposal Guaranty**. Provide a proposal guaranty in the amount indicated on the proposal form. Use either a guaranty check or a printed bid bond. An electronic bid bond may be used as the guaranty. Ensure the electronic bid bond meets the requirements of Section 2L.8.2., "Proposal Guaranty," and submit the electronic bid bond with the printed bid.

9.2.1. **Guaranty Check**. When used, make the check payable to the Owner. The check must be a cashier's check, money order, or teller's check drawn by or on a state or national bank, or a state or federally chartered credit union (collectively referred to as "bank"). The check must be dated on or before the date of the bid opening. Postdated checks will not be accepted. The type of check or money order must be indicated on the face of the instrument, except in the case of a teller's check, and the instrument must be no more than 90 days old. A check must be made payable at or through the institution issuing the instrument, be drawn by a bank and on a bank, or be payable at or through a bank. The Owner will not accept personal checks, certified checks, or other types of money orders.

9.2.2. **Bid Bond**. When a bond is used, use the bid bond form provided by the Owner. Submit the bid bond in the amount specified with the powers of attorney dated and attached. The bond must be dated on or before the date of the bid opening, bear the impressed seal of the Surety, and be signed by the Bidder or Bidders and an authorized individual of the Surety. As an alternative for JV Bidders, each Bidder may submit a separate bid bond completed as outlined in this Section. Bid bonds will only be accepted from Sureties authorized to execute a bond under and in accordance with state law.

9.3. **Submittal of Bid**. Place the completed proposal form and the proposal guaranty in a sealed envelope marked to indicate the contents.

When submitting by mail or delivery service, place the envelope in another sealed envelope and address as indicated in the official advertisement. It is the Bidder's responsibility to ensure that the sealed bid arrives at the location described on or before the time and date set for the bid opening. To be accepted, the bid must be in the hands of the Letting Official by that time of opening regardless of the method chosen for delivery.

9.4. **Revising the Proposal Form**. Make desired changes to the proposal form in ink, initial each change made, and submit the proposal to the Letting Official. Correction fluid or tape will be considered a change to the bid and requires the initials of the Bidder. The Owner will not revise a bid on behalf of a Bidder.

9.5. **Withdrawing a Bid**. Submit to the Letting Official conducting the letting a written request to withdraw a bid before the time and date set for the opening. The Owner will not accept oral requests. A written request must be signed and submitted to the Letting Official conducting the letting, with proof of identification. The request must be made by a person authorized to bind the Bidder or Bidders. In the case of a JV, the Owner will accept a request from any person authorized to bind a party to the JV. The Owner may require written delegation of authority to withdraw a bid when the individual sent to withdraw the bid is not authorized to bind the Bidder or Bidders.

10. OPENING AND READING OF BIDS

At the time, date, and location specified in the official advertisement, the Letting Official will publicly open and read bids.

11. TABULATING BIDS

11.1. **Official Total Bid Amount**. The Owner will sum the products of the quantities and the unit prices bid on the proposal form to determine the official total bid amount, except as provided in Section 2L.11.5., "Consideration of Unit Prices." The official total bid amount is the basis for determining the apparent low Bidder. The total bid amounts will be compared and the results made public.

11.2. **Consideration of Bid Format**. When a Bidder submits both an electronic bid and a printed bid that are responsive, the unit bid prices in the electronic bid will be used to determine the total bid amount. If the electronic bid is incomplete or nonresponsive, the printed bid will be used in the tabulation of the total bid amount.

If a Bidder submits two or more printed bids, all responsive bids will be tabulated. The bid with the lowest tabulation will be used to determine the total bid amount.

11.3. **Rounding of Unit Prices**. The Owner will round off all unit bids involving fractional parts of a cent to the nearest one-tenth cent ($0.001) in determining the amount of the bid as well as computing the amount due for payment of each item under the Contract. For rounding purposes, entries that contain five-hundredths of a cent ($0.0005) or more will be rounded up to the next highest tenth of a cent, while entries that contain less than five-hundredths of a cent will be rounded down to the next lowest tenth of a cent and in accordance with Section 2L.11.5., "Consideration of Unit Prices." Bids less than one-tenth of a cent ($0.001) will be rounded to one-tenth of a cent ($0.001). When credit items are included (negative unit prices), rounding is performed on the absolute value.

11.4. **Interpretation of Unit Prices**. The Owner will make a documented determination of the unit bid price if a unit bid price is illegible or conflicting in the case of replacement alternate items. The Owner's determination will be final.

11.5. **Consideration of Unit Prices**. Unit bid price entries such as no dollars and no cents, zero dollars and zero cents, or numerical entries of less than $0.001 will be tabulated as one-tenth of a cent ($0.001). Proposals in which unit bid prices have been left blank are incomplete and nonresponsive.

11.5.1. **Alternate Items**. If a proposal has a regular and corresponding alternate item or group of items, the proposal will be considered complete if:

- the regular item or group of regular items has unit prices entered,
- the alternate item or group of alternate items has unit prices entered, or
- both regular item or group of regular items and alternate item or group of alternate items have unit prices entered. The Owner will use the price bid for the regular or the alternate item, or group of items, that will result in the lowest cost to the State.

The bid will be considered incomplete and nonresponsive if:

- a regular item or group of regular items is left blank, or
- a corresponding alternate item or group of alternate items is left blank.

11.5.2. **Additive Alternate Items**. The Owner will sum the products of the quantities and the unit prices bid for the regular items on the proposal form to determine the total bid amount for the base bid. The official total bid amount will be determined by the summation of the base bid plus a predetermined order of additive alternate items, not to exceed the Owner's budgeted amount for the Contract. An estimate of the budgeted amount may be shown on the plans.

The Contract will identify the base bid work and additive alternate work to be performed. The Owner makes no guarantee that the additive alternate work will be required.

11.5.3. **A + B Bidding**. The official total bid amount will be determined by the summation of the Contract amount and the time element. The Owner will use the following formula to make the calculation:

A + B1 + B2 + BX + … + BT

The Contract amount, equal to A in the formula, is determined by the summation of the products of the approximate quantities shown in the proposal and the unit bid prices bid, and the time element, equal to B1, B2, BX (when phases are included as bid components), and BT (substantial completion of the project when included as a bid component), of the bid is determined by multiplying the number of working days bid to substantially complete the project, or phases, by the daily road-user cost (RUC) shown on the plans. When partial days are bid, they will be rounded up to the nearest whole day.

The formula above determines the low Bidder and establishes the Contract time or time for specific phases of the Contract.

11.5.4. **Rubber Additives**. For proposed Contracts without federal funds, if an alternate item for "Hot Asphalt-Rubber Surface Treatments" or "Hot-Mix Asphalt Concrete Pavement" that contains ground tire rubber is shown on the proposal form and the Bidder bids that alternate item, the amounts bid for "Hot Asphalt-Rubber" and "Aggregate" or "Hot-Mix Asphalt Concrete" will be reduced to 85% of the amounts actually bid. This reduction will only be used for the purposes of determining the lowest Bidder. To qualify, the ground tire rubber used must be produced from scrap tire ground in a facility in Texas. Payment for "Hot Asphalt-Rubber" and "Aggregate" or "Hot-Mix Asphalt Concrete" will be at the actual unit prices bid.

11.5.5. **Home State Bidding Preference**. For the purpose of determining the apparent low Bidder on proposed Contracts without federal funds, the Owner will select the option that results in the greatest bidding preference to the resident Bidder.

11.5.5.1. **Reverse Application of Non-Resident Bidder's Home State Bidding Preference**. The total bid amount will be based upon the reverse application of the non-resident Bidder's home state bidding preference, if any. This will also apply to another state's preference for a Bidder that offers materials grown, produced, processed, or manufactured in that state.

Any reverse application of the home state bidding preference will be the greater of the following:

- the amount by which a resident Bidder would be required to underbid the non-resident Bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located; or

- the amount by which a resident Bidder would be required to underbid the non-resident Bidder to obtain a comparable contract in the state in which a majority of the manufacturing relating to the Contract will be performed.

11.5.5.2. **Texas Home State Bidding Preference**. A Bidder will be considered the apparent low Bidder if the Bidder's home office is located in this state and their bid does not exceed an amount equal to 105% of the apparent low bid received from a Bidder whose home office is not located in this state. This will not apply to a Bidder from a bordering state whose state does not give a preference to a Bidder in a manner similar to this Section.

12. CONSIDERATION OF BID ERRORS

The Owner will consider a claim of a bid error by the apparent low Bidder if the following requirements have been met:

- a written notification is submitted to the Owner within 5 business days after the date the bid is opened and
- the submittal identifies the items of work involved and includes bidding documentation. The Owner may request clarification of submitted documentation.

The Owner will evaluate the claim of a bid error by the apparent low Bidder by considering the following:

- the bid error relates to a material item of work,
- the bid error amount is a significant portion of the total bid,
- the bid error occurred despite the exercise of ordinary care, and
- the delay of the proposed work will not impact cost and safety to the public.

Acceptance of the bid error claim by the Owner will result in the rejection of all bids. The erring Contractor will not be allowed to bid the project when it is re-let. Rejection of bids due to the Contractor's bid error may result in the application of remedial actions by the Owner.

13. TIE BIDS

If the official total bid amount for two or more Bidders is equal and those bids are the lowest submitted, each tie Bidder will be given an opportunity to withdraw their bid. If two or more tie Bidders do not withdraw their bids, the low Bidder will be determined by a coin toss or a series of coin tosses when there are more than two Bidders. If all tie Bidders request to withdraw their bids, no withdrawals will be allowed and the low Bidder will be determined by a coin toss or a series of coin tosses when there are more than two Bidders. The Letting Official will preside over the proceedings.

- the new apparent low Bidder will not be deemed nonresponsive,
- the new apparent low Bidder's guaranty will not be forfeited,
- the Owner will reject all bids,
- the new apparent low Bidder will remain eligible to receive future proposals for the same project, and
- the proposal guaranty of the original apparent low bidder will become the property of the Owner, not as a penalty, but as liquidated damages.

15. DEPARTMENT OF HOMELAND SECURITY (DHS) E-VERIFY SYSTEM

The Owner will not award a Contract to a Contractor that is not registered in the DHS E-Verify system. Remain active in E-Verify throughout the life of the Contract. In addition, in accordance with Article 8L.2., "Subcontracting," sixth paragraph, include this requirement in all subcontracts and require that subcontractors remain active in E-Verify until their work is completed.

If the apparent low Bidder does not appear in the DHS E-Verify system before award, the Contractor must submit documentation showing that they are compliant within 5 calendar days after bid opening. A Contractor that fails to comply or respond within the deadline will be declared nonresponsive. The Bidder forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in the scope of the work.

The Owner may recommend to:

- reject all bids or
- award the Contract to the new apparent low Bidder, if the Owner is able to verify the Bidder's participation in the DHS E-Verify system.

If the Owner is unable to verify the new apparent low Bidder's participation in the DHS E-Verify system:

- the new apparent low Bidder will not be deemed nonresponsive,
- the new apparent low Bidder's guaranty will not be forfeited,
- the Owner will reject all bids,
- the new apparent low Bidder will remain eligible to receive future proposals for the same project, and
- the proposal guaranty of the original low bidder will become the property of the Owner, not as a penalty, but as liquidated damages.

Item 3L
Award and Execution of Contract

1. AWARD OF CONTRACT

The Owner or original award authority will award, reject, or defer the Contract within 90 days after the opening of the proposal. The Owner reserves the right to reject any or all proposals and to waive technicalities in the best interest of the Owner.

1.1. **Award**. The Owner or original award authority will award the Contract to the low Bidder as determined in accordance with Article 2L.11., "Tabulating Bids." The Owner may award a Contract to the second lowest Bidder when the following requirements have been met:

- the low Bidder withdraws their bid or fails to enter into Contract,
- the second lowest Bidder agrees to perform the work at the unit bid prices of the low Bidder,
- the Owner recommends in writing the award of the Contract to the second lowest Bidder, and
- the Owner's governing body agrees with the Owner recommendation for award to the second lowest Bidder.

1.2. **Rejection**. The Owner or original award authority will reject the Contract if:

- collusion may have existed among the Bidders. Collusion participants will not be allowed to bid future proposals for the same Contract,
- the low bid is mathematically and materially unbalanced. The Bidder will not be allowed to bid future proposals for the same Contract,
- the lowest bid is higher than the Owner's estimate, and re-advertising for bids may result in a lower bid,
- the low bid contains a bid error that satisfies the requirements and criteria in Article 2L.12., "Consideration of Bid Errors," or
- rejection of the Contract is in the best interest of the Owner.

1.3. **Deferral**. The Owner may defer the award or rejection of the Contract when deferral is in the best interest of the Owner.

2. RESCINDING OF AWARD

The Owner or original award authority reserves the right to cancel the award of any Contract before Contract execution with no compensation due when the cancellation is in the best interest of the Owner. The Owner will return the proposal guaranty to the Contractor.

3. DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND SMALL BUSINESS ENTERPRISE (SBE)

Submit all DBE and SBE information in the timeframe specified when required by the proposal.

4. EXECUTION OF CONTRACT

Provide the following within 15 days after written notification of award of the Contract.

4.1. **Contract**. Execute the Contract as prescribed by the Owner.

4.2. **Bonds**. Execute and date the performance and payment bond in the full amount of the Contract with the powers of attorney. Provide bonds in accordance with Table 1. Furnish the payment and performance bonds as a guaranty for the protection of the claimants and the Owner for labor and materials and the faithful performance of the work.

Table 1
Bonding Requirements

Contract Amount	Required Bonds
Less than $25,000	None
$25,000–$100,000	Payment
More than $100,000	Performance and payment

4.3. **Insurance**. For construction and building Contracts, submit a certificate of insurance showing coverages in accordance with the Contract requirements.

Insurances must cover the work for the duration of the Contract and must remain in effect until final acceptance. Provide project-specific insurance, not listed in Table 2, until acceptance of the work covered by the project-specific insurance or as approved by the Engineer. Failure to obtain and maintain insurance for the contracted work may result in suspension of work or default of the Contract. If the insurance expires and coverage lapses for any reason, stop all work until the Owner receives an acceptable certificate of insurance.

Provide the Owner with a certificate of insurance verifying the types and amounts of coverage shown in Table 2. The certificate of insurance must be in a form approved by the Texas Department of Insurance. Certificates of insurance for commercial general liability, auto liability, and workers' compensation must include the Contractor's prequalified name in the "Insured" field. Any certificate of insurance provided must be available for public inspection.

Table 2
Insurance Requirements

Type of Insurance	Amount of Coverage
Commercial general liability insurance	Not less than: $1,000,000 each occurrence
Business automobile policy	Not less than: $1,000,000combined single limit
Workers' compensation	Not less than: Statutory, with Employer's Liability limits of not less than $500,000 each accident/disease.
All risk builder's risk insurance (for building-facilities contracts only)	100% of Contract price

By signing the Contract, the Contractor certifies compliance with all applicable laws, rules, and regulations pertaining to workers' compensation insurance. This certification includes all subcontractors. Pay all deductibles stated in the policy. Subcontractors must meet the requirements shown in Table 2, either through their own coverage or through the Contractor's coverage.

The workers' compensation policy must include a waiver of subrogation endorsement in favor of the Owner.

For building-facilities contracts, provide all risk builder's risk insurance to protect the Owner against loss by storm, fire, or extended coverage perils on work and materials intended for use on the project, including the adjacent structure. Name the Owner under the Lost Payable clause.

For contracts with railroad requirements, see project-specific details for additional insurance requirements.

Provide a substitute Surety on the Contract bonds in the original full Contract amount within 15 days of notification if the Surety is declared bankrupt or insolvent, the Surety's underwriting limitation drops below the Contract amount or the Surety's right to do business is terminated by the Owner. The substitute Surety must be authorized by the laws of the Owner and acceptable to the Owner. Work will be suspended until a substitute Surety is provided. Working day charges will be suspended for 15 days or until an acceptable Surety is provided, whichever is sooner.

The work performed under this Section will not be measured or paid for directly, but will be subsidiary to pertinent Items.

4.4. **Business Ownership Information**. Submit the names and Social Security numbers of all individuals owning 25% or more of the firm, or firms in the case of a joint venture, on the Owner's form.

4.5. **Railroad Documents**. Provide all required documents for satisfaction of railroad requirements for projects that have work involving railroad right of way. Comply with the requirements of Article 5L.8., "Cooperation with Railroads."

5. FAILURE TO ENTER CONTRACT

If the Contractor fails to comply with all the requirements in Article 3L.4., "Execution of Contract," the proposal guaranty will become the property of the Owner, not as a penalty, but as liquidated damages. The Contractor forfeiting the proposal guaranty will not be considered in future proposals for the same work unless there has been a substantial change in design of the work.

6. APPROVAL AND EXECUTION OF CONTRACT

The Contract will be approved and signed under authority of the Owner.

7. RETURN OF PROPOSAL GUARANTY

The proposal guaranty check of the low Bidder will be retained until after the Contract has been rejected or awarded and executed. Bid bonds will not be returned.

8. BEGINNING OF WORK

Do not begin work until authorized in writing by the Owner.

Verify all quantities of materials shown on the plans before ordering.

9. ASSIGNMENT OF CONTRACT

Do not assign, sell, transfer, or otherwise dispose of the Contract or any portion of the rights, title, or interest (including claims) without the approval of the Owner or original award authority. The Owner must deem any proposed assignment justified and legally acceptable before the assignment can take place.

10. EXCLUDED PARTIES

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Owner or any federal agency.

Item 4L
Scope of Work

1. CONTRACT INTENT

The intent of the Contract is to describe the completed work to be performed. Furnish materials, supplies, tools, equipment, labor, and other incidentals necessary for the proper prosecution and completion of the work in accordance with Contract documents.

2. PRECONSTRUCTION CONFERENCE

Before starting work, schedule and attend a preconstruction conference with the Engineer. Failure to schedule and attend a preconstruction conference is not grounds for delaying the beginning of working day charges. The preconstruction conference may be scheduled with the safety preconstruction meeting described in Section 7L 2.2., "Safety Preconstruction Meeting" and the railroad coordination meeting described in Article 5L 8., "Cooperation with Railroads." Work with the Engineer to resolve or escalate all issues. Execute the project pledge and establish an issue escalation ladder.

2.1. **Project Pledge**. Contractor representatives at the level of foreman and above will certify in writing they will approach the construction of this project in a manner consistent with delivering a high-quality project in a safe, cost-effective, and timely manner, and they will be committed to not allowing personality conflicts or personal interests to interfere with providing the public with a quality project. Failure to uphold this commitment may result in grounds for removal from the project.

2.2. **Issue Resolution Process**. An issue is any aspect of the Contract where parties of the Contract do not agree. The individuals identified at the lowest level of the issue escalation ladder will initiate the issue resolution process by escalating any issue that remains unresolved within the timeframe outlined in the issue escalation ladder.

Work with the Engineer to resolve all issues during the course of the Contract. Refer to Article 4L 7., "Dispute or Claims Procedure," for all unresolved issues.

3. PARTNERING – NOT APPLICABLE

The intent of this Article is to promote an environment of trust, mutual respect, integrity, and fair dealing between the Owner and the Contractor.

Informal partnering does not make use of a facilitator and is led by the Engineer in charge of the work and the Contractor's counterpart, while formal partnering uses the services of a facilitator (internal or external).

3.1. **Procedures for Partnering Meetings and Format**. Informal partnering is required, unless formal partnering is mutually agreed upon instead of the informal partnering.

3.2. **Facilitators**. The facilitator is to act as a neutral party seeking to initiate cooperative working relationships. This individual must have the technical knowledge and ability to lead and guide discussions. Choose either an internal or external facilitator. The facilitator must be acceptable to the Engineer.

3.2.1. **Internal Facilitators**. An Owner or Contractor staff member may be selected as the facilitator at no additional cost to either party.

3.2.2. **External Facilitators**. A private firm or individual that is independent of the Contractor and the Owner may be selected as the facilitator. Submit the facilitator's name and estimated fees for approval before contracting with the facilitator.

3.3. **Meetings and Arrangements**. Coordinate with the Engineer for meeting dates and times, locations including third party facilities, and other needs and appurtenances including but not limited to audio or visual equipment. Make all meeting arrangements for formal partnering. Use Owner facilities or facilities in the vicinity of the project if available. Submit the estimated meeting costs for approval before finalizing arrangements.

Coordinate facilitator discussions before the partnering meeting to allow the facilitator time to prepare an appropriate agenda. Prepare a list of attendees with job titles and include critical Contractor, subcontractor, and supplier staff on the list. Provide the facilitator with the list of attendees and invite the attendees listed.

The Owner will invite and provide a list of attendees that includes, but is not limited to Owner, TxDOT, other local governments, law enforcement, railroad, and utility representatives.

Participate in additional partnering meetings as mutually agreed upon.

3.4. **Payment**. Expenses for labor, Contractor equipment, or overhead will not be allowed. Markups as prescribed in Article 9L 7., "Payment for Extra Work and Force Account Method," will not be allowed.

Informal partnering will be conducted with each party responsible for their own costs.

For formal partnering using internal facilitators, the Contractor will be responsible for arrangements and for expenses incurred by their internal facilitator, including but not limited to meals, travel, and lodging. Owner facilitators may be used at no additional cost.

For formal partnering using external facilitators, submit an invoice to the Engineer for reimbursement. The Owner will reimburse the Contractor for half of the eligible expenses as approved. For external facilitators not approved by the Owner but used at the Contractor's option, the Contractor will be responsible for all costs of the external facilitator.

For meeting facilities and appurtenances, submit an invoice to the Engineer for reimbursement. The Owner will reimburse the Contractor for half of the eligible expenses as approved.

4. CHANGES IN THE WORK

The Engineer reserves the right to make changes in the work, including addition, reduction, or elimination of quantities and alterations needed to complete the Contract. Perform the work as altered. These changes will not invalidate the Contract nor release the Surety. The Contractor is responsible for notifying the sureties of any changes to the Contract.

If the changes in quantities or the alterations do not significantly change the character of the work under the Contract, the altered work will be paid for at the Contract unit price. If the changes in quantities or the alterations significantly change the character of the work, the Contract will be amended by a change order. If no unit prices exist, this will be considered extra work and the Contract will be amended by a change order. Provide cost justification as requested, in an acceptable format.

Payment will not be made for anticipated profits on work that is eliminated.

Agree on the scope of work and the basis of payment for the change order before beginning the work. If there is no agreement, the Engineer may order the work to proceed under Article 9L 7., "Payment for Extra Work and Force Account Method," or by making an interim adjustment to the Contract. In the case of an adjustment, the Engineer will consider modifying the compensation after the work is performed.

A significant change in the character of the work occurs when:

- the character of the work for any item as altered differs materially in kind or nature from that in the Contract, or
- a major item of work varies by more than 25% from the original Contract quantity,

When the quantity of work to be done under any major item of the Contract is more than 125% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price on the portion of the work that is above 125%.

When the quantity of work to be done under any major item of the Contract is less than 75% of the original quantity stated in the Contract, then either party to the Contract may request an adjustment to the unit price.

If the changes require additional working days to complete the Contract, Contract working days will be adjusted in accordance with Item 8L, "Prosecution and Progress."

5. DIFFERING SITE CONDITIONS

During the progress of the work, differing subsurface or latent physical conditions may be encountered at the site. The two types of differing site conditions are defined as:

- those that differ materially from those indicated in the Contract, and
- unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract.

Notify the Engineer in writing when differing site conditions are encountered. The Engineer will notify the Contractor in writing when the Owner discovers differing site conditions. Unless directed otherwise, suspend work on the affected items and leave the site undisturbed. The Engineer will investigate the conditions and determine whether differing site conditions exist. The Engineer will provide written notification of the determination whether or not an adjustment of the Contract is warranted. If the differing site conditions cause an increase or decrease in the cost or number of working days specified for the performance of the Contract, the Engineer will make adjustments, excluding the loss of anticipated profits, in accordance with the Contract. Additional compensation will be made only if the required written notice has been provided by either the Contractor or the Engineer.

6. REQUESTS FOR ADDITIONAL COMPENSATION AND DAMAGES

Notify the Engineer in writing of any intent to request additional compensation once there is knowledge of the basis for the request. An assessment of damages is not required to be part of this notice but is desirable. The intent of the written notice requirement is to provide the Engineer an opportunity to evaluate the request and to keep an accurate account of the actual costs that may arise. Minimize impacts and costs.

If written notice is not given, the Contractor waives the right to additional compensation unless the circumstances could have reasonably prevented the Contractor from knowing the cost impact before performing the work. Notice of the request and the documentation of the costs will not be construed as proof or substantiation of the validity of the request. Submit the request in enough detail to enable the Engineer to determine the basis for entitlement, adjustment in the number of working days specified in the Contract, and compensation.

Compensable damages occur when impacts that are the responsibility of the Owner result in additional costs to the Contractor that could not have been reasonably anticipated at the time of letting. Costs of performing additional work are not considered damages. Notify the Engineer in writing as soon as possible for Contractor damages. The intent is to reimburse the Contractor for actual expenses arising from a compensable impact. No profit or markups, other than labor burden, will be allowed. For damages, labor burden will be reimbursed at 35% unless the Contractor can justify higher actual cost. Justification for a higher percentage must be in conformance with the methodology provided by the Owner, submitted

separately for project overhead labor and direct labor, and determined and submitted by a Certified Public Accountant (CPA). Submit CPA-prepared labor burden rates directly to the Owner for approval.

The Owner will not consider fees and interest on requests for additional compensation and damages. Fees include, but are not limited to preparation, attorney, printing, shipping, and various other fees.

If the Contractor requests compensation for damages and the damages are determined to be compensable, then standby equipment costs and project overhead compensation will be based on the duration of the compensable damage and will be limited as follows.

6.1. **Standby Equipment Costs**. Payment will be made in accordance with Section 9L 7.1.4.3., "Standby Equipment Costs."

6.2. **Project Overhead**. Project overhead is defined as the administrative and supervisory expenses incurred at the work locations. When delay to project completion occurs, reimbursement for project overhead for the Contractor will be made using the following options at the Contractor's discretion:

- reimbursed at 6% (computed as daily cost by dividing 6% of the original Contract amount by the number of original Contract work days), or
- actual documented costs for the impacted period.

Project overhead for delays impacting subcontractors will be determined from actual documented costs submitted by the Contractor.

Time extensions and suspensions alone will not be justification for reimbursement for project overhead.

6.3. **Home Office Overhead**. The Owner will not compensate the Contractor for home office overhead.

7. DISPUTE OR CLAIMS PROCEDURE

The dispute resolution policy promotes a cooperative attitude between the Engineer, Contractor, and Contractor's subcontractors working through the Contractor. Emphasis is placed on resolving issues while they are still current, at the Owner's office, and in an informal manner. Open sharing of information is encouraged by all parties involved so the information provided completely and accurately reflects the issues and facts. If information is not shared, decisions may be limited to relying on the documentation that is available for review.

The Owner's goal is to have a dispute settled by the Engineer before elevating it as a claim to the Owner.

If a dispute cannot be resolved, initiate the Contract claim procedure by submitting a claim to the Owner.

The Contractor, or subcontractor through the Contractor, will file a Contract claim request and a detailed report that provides the basis for the claim. The detailed report will include relevant facts of the claim, cost or other data supporting the claim, a description of any additional compensation requested, and documents supporting the claim.

The claim must include the following certification: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Owner is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

File a claim after completion of the Contract or when required for orderly performance of the Contract. For a claim resulting from enforcement of a warranty period, file the claim no later than 1 yr. after expiration of the warranty period. For all other claims, file the claim no later than 1 yr. after the date the Owner issues notice to the Contractor that they are in default, the date the Owner terminates the Contract, or the date of final acceptance of the Contract. It is the Contractor's responsibility to submit requests in a timely manner.

Item 5L
Control of the Work

1. AUTHORITY OF ENGINEER

The Engineer has the authority to observe, test, inspect, approve, and accept the work (either in writing or orally). The Engineer decides all questions about the quality and acceptability of materials, work performed, work progress, Contract interpretations, applicability of standard details, and acceptable Contract fulfillment. The Engineer has the authority to enforce and make effective these decisions.

- Unless noted elsewhere in the Contract or by the Engineer, payment for Contractor work is in accordance with the Contract requirements at that time. This payment does not eliminate the Contractor's responsibilities for the work as defined in Article 7L.17., "Contractor's Responsibility for Work," or Article 5L.12., "Final Acceptance."
- The Engineer acts as a referee in all questions arising under the terms of the Contract.
- The Engineer's decisions are final and binding.

The Engineer will pursue and document actions against the Contractor as warranted to address Contract performance issues. Contract remedies include, but are not limited to, the following:

- requiring the Contractor to remove and replace defective work, or reducing payment for defective work,
- removing an individual from the project,
- suspending the work without suspending working day charges,
- assessing standard liquidated damages to recover the Owner's administrative costs, including additional project-specific liquidated damages when specified in the Contract withholding estimates, and
- declaring the Contractor to be in default of the Contract

The Engineer will consider and document any events outside the Contractor's control that contributed to the failure to meet performance standards, including consideration of sufficient time.

Follow the issue escalation ladder if there is disagreement regarding the application of Contract remedies.

2. PLANS AND WORKING DRAWINGS

When required, provide working drawings to supplement the plans with all necessary details not included on the Contract plans. Prepare and furnish working drawings in a timely manner and obtain approval, if required, before the beginning of the associated work. For all working drawing submittal requirements, the Engineer may allow electronic and other alternative submission procedures. Have a licensed professional engineer sign, seal, and date the working drawings as shown in Table 1.

Prepare working drawings using United States standard measures in the English language. The routing of submittals for review and approval will be established at the preconstruction conference. The Contractor is responsible for the accuracy, coordination, and conformity of the various components and details of the working drawings. Owner approval of the Contractor's working drawings will not relieve the Contractor of any responsibility under the Contract. The work performed in accordance with this Article will not be measured or paid for directly, but will be subsidiary to pertinent Items.

Table 1
Signature and Approval Requirements for Working Drawings

Working Drawings For		Requires Licensed Professional Engineer's Signature, Seal, and Date	Requires Owner Approval
1. Alternate or optional designs submitted by Contractor		Yes	Yes
2. Supplementary shop and fabrication drawings for structural Items		No unless required on the plans	See applicable Item
3. Contractor-proposed temporary facilities that affect the public safety, not included on the plans		Yes	Yes
4. Form and falsework details	Bridges, retaining walls, and other major structures	Yes unless otherwise shown on the plans	No[1]
	Minor structures	No unless otherwise shown on the plans	No
5. Erection drawings		Yes	No[1,2]
6. Contractor-proposed major modifications to traffic control plan		Yes	Yes

1. The Engineer may require that the Contractor have a licensed professional engineer certify that the temporary works are constructed according to the sealed drawings.
2. Approval is required for items spanning over live traffic or where safety of the traveling public is affected, as determined by the Engineer.

Submit shop drawings electronically for the fabrication of structural items in accordance with the Owner's procedures and as directed for other items required by the Contract. References to 11 × 17-in. sheets in individual specifications for structural items imply electronic computer-aided design sheets.

3. CONFORMITY WITH PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

Furnish materials and perform work in reasonably close conformity with the lines, grades, cross-sections, dimensions, details, gradations, physical and chemical characteristics of materials, and other requirements shown in the Contract. Reasonably close conformity limits are defined in the respective Items of the Contract or, if not defined, as determined by the Engineer. Obtain approval before deviating from the plans and approved working drawings. Do not perform work beyond the lines and grades shown on the plans or any extra work without the Engineer's authority. Work performed beyond the lines and grades shown on the plans or any extra work performed without authority is considered unauthorized and excluded from pay consideration. The Owner will not pay for material rejected due to improper fabrication, excess quantity, or any other reasons within the Contractor's control.

3.1. **Acceptance of Defective or Unauthorized Work**. When work fails to meet Contract requirements, but is adequate to serve the design purpose, the Engineer will decide the extent to which the work will be accepted and remain in place. The Engineer will document the basis of acceptance by letter and may adjust the Contract price.

3.2. **Correction of Defective or Unauthorized Work**. When work fails to meet Contract requirements and is inadequate to serve the design purpose, it will be considered defective. Correct, or remove and replace, the work at the Contractor's expense, as directed.

The Owner has the authority to correct or to remove and replace defective or unauthorized work. The cost may be deducted from any money due or to become due to the Contractor.

4. COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS

The specifications, accompanying plans, special provisions, change orders, and supplemental agreements are intended to work together and be interpreted as a whole.

Numerical dimensions govern over scaled dimensions. Special provisions govern over plans (including general notes), which govern over standard specifications and special specifications. Job-specific plan sheets govern over standard plan sheets.

However, in the case of conflict between plans (including general notes) and specifications regarding responsibilities for hazardous materials and traffic control in Items 1L–10L, "Local Government General Requirements and Covenants," and Item 502, "Barricades, Signs, and Traffic Handling," special provisions govern over standard specifications and special specifications, which govern over the plans.

Notify the Engineer promptly of any omissions, errors, or discrepancies upon discovery so necessary corrections and interpretations can be made. Failure to promptly notify the Engineer of discovered omissions, errors, or discrepancies will constitute a waiver of all Contract claims against the Owner for misunderstandings or ambiguities that result from the errors, omissions, or discrepancies.

5. COOPERATION OF CONTRACTOR

Cooperate with the Engineer. Respond promptly to instructions from the Engineer. Provide all information necessary for the successful completion of the Contract.

Designate in writing a competent, English-speaking Superintendent employed by the Contractor. The Superintendent must be experienced in the work being performed and capable of reading and understanding the Contract. Ensure the Superintendent is available at all times and able to receive instructions from the Engineer or authorized Owner representatives and to act for the Contractor. The Engineer may suspend work without suspending working day charges if a Superintendent is not available or does not meet the above criteria.

At the written request of the Engineer, immediately remove from the project any employee or representative of the Contractor or a subcontractor who, in the opinion of the Engineer, does not perform work in a proper and skillful manner or who is disrespectful, intemperate, disorderly, uncooperative, or otherwise objectionable. Do not reinstate these individuals without the written consent of the Engineer.

Furnish suitable machinery, equipment, and construction forces for the proper prosecution of the work.

Provide adequate lighting to address quality requirements and inspection of nighttime work.

6. COOPERATING WITH UTILITIES

Use established safety practices when working near utilities. Consult with the appropriate utilities before beginning work. Notify the Engineer immediately of utility conflicts. The Engineer will decide whether to adjust utilities or adjust the work to eliminate or lessen the conflict. Unless otherwise shown on the plans, the Engineer will make necessary arrangements with the utility owner when utility adjustments are required.

Use work procedures that protect utilities or appurtenances that remain in place during construction. Cooperate with utility companies to remove and rearrange utilities to avoid service interruption or duplicate work by the utility companies. Allow utilities access to the right of way.

Immediately notify the appropriate utility of service interruptions resulting from damage due to construction activities. Cooperate with utilities until service is restored. Maintain access to fire hydrants when necessary.

7. COOPERATION BETWEEN CONTRACTORS

Cooperate and coordinate with other Contractors working within the limits or adjacent to the limits.

8. COOPERATION WITH RAILROADS

Plan and prosecute portions of the work involving a railway to avoid interference with or hindrance to the railroad company.

If the work is on railroad right of way, do not interfere with the operation of the railroad company's trains or other property.

8.1. **Railroad Coordination Meeting**. When shown on the plans or directed by the Engineer, schedule and attend a railroad coordination meeting with the Engineer before beginning work or as agreed upon (may be a part of the preconstruction conference described in Article 4L.2., "Preconstruction Conference"). Prepare a list of attendees and invite personnel, including, but not limited to Owner, Contractor, subcontractor, and railroad representatives.

Provide the invitation to the railroad representatives at least 21 calendar days before the railroad coordination meeting.

8.2. **Project-Specific Information**. Refer to project-specific plan sheets in the Contract for specific information concerning the work to be completed by the Contractor and the railroad within railroad right of way; railroad right of way locations impacted by construction; percentage of Contract work at each location; train movements at each location; and requirements for railroad insurance, flagging, and Right of Entry (ROE) Agreements.

8.3. **Right of Entry Agreement by the Owner**. When shown on the plans, the process for obtaining a fully executed ROE Agreement is as follows.

- The Owner will send the unexecuted ROE Agreement to the Contractor with the unexecuted Contract.
- Partially execute the ROE Agreement and return it to the Owner with the partially executed Contract and required insurance.
- The Owner will coordinate with the railroad company regarding the further execution of the ROE Agreement and associated fees. The Owner will pay any ROE Agreement fees directly to the railroad company.
- Once the Owner has received the fully executed ROE Agreement from the railroad company, the Owner will forward the fully executed ROE Agreement to the Contractor.

8.4. **Right of Entry Agreement by the Contractor**. When shown on the plans, contact the railroad company to obtain the ROE Agreement before beginning work on the Contract.

Provide the required insurance to the Owner before beginning work on the Contract.

Execute the ROE Agreement and pay any associated fees to the railroad company. Provide a copy of the fully executed ROE Agreement to the Owner.

9. CONSTRUCTION SURVEYING

Use Method C unless otherwise specified in the Contract. Upon request, the Engineer will allow the Contractor to copy available earthwork cross-sections, computer printouts or data files, and other information necessary to establish and control work. Preserve all control points, stakes, marks, and right of way markers. Assume cost and responsibility of replacing disturbed control points, stakes, marks, and right of way markers damaged by the Contractor's or its subcontractor's operations. If the Owner repairs disturbed control points, stakes, marks, or right of way markers, the cost of repair may be deducted from money due or to become

due to the Contractor. Replace right of way markers under the direction of an RPLS. This work performed under this Article will not be measured or paid for directly, but will be subsidiary to pertinent Items.

The Engineer reserves the right to make measurements and surveys to determine the accuracy of the work and determine pay quantities. The Engineer's measurements and surveys do not relieve the Contractor's responsibility for accuracy of work. Allow the Engineer adequate time to verify the surveying.

9.1. **Method A**. The Engineer will set control points for establishing lines, slopes, grades, and centerlines and for providing both vertical and horizontal control.

At minimum, provide a controlling pair of monument points at both the beginning and end of construction project for projects less than 2 mi. in length. For projects greater than 2 mi. in length, monuments will be set in pairs at a minimum of 2 mi. based on the overall length of the project. Use these control points as reference to perform the work.

Furnish materials, equipment, and qualified workforce necessary for the construction survey work. Place construction points, stakes, and marks at intervals sufficient to control work to established tolerances. Place construction stakes at intervals of no more than 100 ft., or as directed. Place stakes and marks so as not to interfere with normal maintenance operations.

9.2. **Method B**. The Engineer will set adequate control points, stakes, stationing, and marks to establish lines, slopes, grades, and centerlines. Furnish additional work, stakes, materials, and templates necessary for marking and maintaining points and lines.

9.3. **Method C**. Set adequate control points, stakes, and marks to establish lines, slopes, grades, and centerlines. Place construction points, stakes, and marks at intervals sufficient to control work to established tolerances. Place construction stakes at intervals of no more than 100 ft., or as directed. Place stakes and marks so as not to interfere with normal maintenance operations.

10. INSPECTION

Inspectors are authorized representatives of the Engineer. Inspectors are authorized to examine all work performed and materials furnished, including preparation, fabrication, and material manufacture. Inspectors inform the Contractor of failures to meet Contract requirements. Inspectors may reject work or materials and may suspend work until any issues can be referred to and decided by the Engineer. The Engineer may authorize Inspectors to adjust the traffic control. Inspectors cannot alter, add, or waive Contract provisions, issue instructions contrary to the Contract, act as foremen for the Contractor, or interfere with the management of the work. Inspection or lack of inspection will not relieve the Contractor from obligation to provide materials or perform the work in accordance with the Contract.

Provide safe access to all parts of the work and provide information and assistance to the Engineer to allow a complete and detailed inspection. Give the Engineer sufficient notice to inspect the work. Work performed without suitable inspection, as determined by the Engineer, may be ordered removed and replaced at Contractor's expense. Remove or uncover portions of finished work as directed. Once inspected, restore work to Contract requirements. If the uncovered work is acceptable, the costs to uncover, remove, and replace or make good the parts removed will be paid for in accordance with Article 4L.4., "Changes in the Work." If the work is unacceptable, assume all costs associated with repair or replacement, including the costs to uncover, remove, and replace or make good the parts removed.

When a government entity, utility, railroad company, or other entity accepts or pays a portion of the Contract, that organization's representatives may inspect the work but cannot direct the Contractor. The right of inspection does not make that entity a party to the Contract and does not interfere with the rights of the parties to the Contract.

11. FINAL CLEANUP

Upon completion of the work, remove construction project litter, debris, objectionable material, temporary structures, excess materials, and equipment from the work locations. Clean and restore property damaged by the Contractor's operations during the prosecution of the work. Leave the work locations in a neat and presentable condition.

Remove from the right of way cofferdams, construction buildings, material and fabrication plants, temporary structures, excess materials, and debris resulting from construction. Where work is in a stream, remove debris to the ground line of the bed of the stream. Leave stream channels and rights of way in a neat and presentable condition. Clean structures to the flow line or the elevation of the outfall channel, whichever is higher. Dispose of all excess material in accordance with federal, state, and local regulations.

The work performed under this Article will not be paid for directly, but will be subsidiary to Items of the Contract.

12. FINAL ACCEPTANCE

12.1. **Routine Maintenance Contracts**. Not applicable to Locally Let projects.

12.2. **Construction Contracts**. Final acceptance is made when all work is complete and the Engineer, in writing, accepts all work for the work locations in the Contract. Final acceptance relieves the Contractor from further Contract responsibilities.

12.2.1. **Work Completed**. Work completed must include work for vegetative establishment and maintenance, test and performance periods, and work to meet the requirements of Article 5L.11., "Final Cleanup."

12.2.2. **Final Inspection**. After all work is complete, the Engineer in charge of the work will request a final inspection by the Engineer authorized to accept the work.

The final inspection will be made as soon as possible and not later than 10 calendar days after the request. No working day charges will be made between the date of request and final inspection.

After the final inspection, if the work is satisfactory, the Engineer will notify the Contractor in writing of the final acceptance of the work. If the final inspection finds any work to be unsatisfactory, the Engineer will identify in writing all deficiencies in the work requiring correction. Correct the deficiencies identified. Working day charges will resume if these deficiencies are not corrected within 7 calendar days, unless otherwise authorized by the Engineer. Upon correction, the Engineer will inspect to verify that all deficiencies were corrected satisfactorily. The Engineer will provide written notice of the final acceptance.

12.2.3. **Final Measurement**. Final measurements and pay quantity adjustments may be made after final acceptance. Final acceptance will not be held for final measurements or pay quantity adjustments.

12.2.4. **Removal of Traffic Control Devices**. Remove any remaining construction traffic control devices and advance warning signs upon final acceptance or as directed.

12.3. **Multiple Work Orders**. Not applicable to Locally Let projects.

Item 6L
Control of Materials

1. SOURCE CONTROL

Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the Work. Secure the Engineer's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be inspected in accordance with Article 6L.4., "Sampling, Testing, and Inspection."

1.1. **Buy America**. Comply with the latest provisions of Buy America pertaining to steel and iron in accordance with 23 CFR § 635.410. Use steel or iron materials manufactured in the United States except when waived in accordance with Section 6L 1.2., "Buy America Exceptions."

Submit a notarized original of the TxDOT FORM D-9-USA-1 (Department Form 1818 or equivalent) with the proper attachments for verification of compliance.

Manufacturing includes any process that modifies the chemical content, physical shape or size, or final finish of a product. The manufacturing process begins with initial melting and mixing and continues through fabrication (e.g., cutting, drilling, welding, and bending) and coating (e.g., paint, galvanizing, and epoxy).

1.2. **Buy America Exceptions**. Use of iron and steel manufactured in the United States is required unless the material meets an exception below.

- A waiver exists exempting the material from Buy America compliance.
- The total value of foreign iron and steel products, including delivery, does not exceed 0.1% of the total Contract cost or $2,500, whichever is greater. The Contractor must provide documentation showing under threshold in advance for the Engineer's consideration.
- Foreign iron or steel may be allowed when the Contract contains an alternate item for a foreign source iron or steel product and the Contract is awarded based on the alternate item.
- The materials are temporarily installed or are supplies, tools, and equipment not incorporated into the project. Temporarily installed means the materials and products must be removed at the end of the project or may be removed at the Contractor's convenience with the Engineer's approval.

1.3. **Buy Texas**. For construction or maintenance Contracts without federal funds, buy materials produced in Texas when the materials are available at a comparable price and in a comparable period of time. Provide documentation of purchases or a description of good-faith efforts on request.

2. MATERIAL QUALITY

Correct or remove materials that fail to meet Contract requirements or that do not produce satisfactory results. Reimburse the Owner for cost incurred if additional sampling and testing are required by a change of source.

Materials not meeting Contract requirements will be rejected unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials.

If the Contractor does not comply with this Article, the Owner may remove and replace defective material. The cost of testing, removal, and replacement will be deducted from the payments due to the Contractor.

3. MANUFACTURER WARRANTIES

Transfer to the Owner warranties and guarantees required by the Contract or received as part of normal trade practice.

4. SAMPLING, TESTING, AND INSPECTION

Incorporate into the work only material that has been inspected, tested, and accepted by the Engineer. Remove, at the Contractor's expense, materials from the work locations that are used without prior testing and approval or written permission of the Engineer.

The material requirements and standard test methods in effect at the time the proposed Contract is advertised govern. Unless otherwise specified, the Engineer will perform testing at Owner's expense. In addition to facilities and equipment required by the Contract, furnish facilities and calibrated equipment required for tests to control the manufacture of construction items. If requested, provide a complete written statement of the origin, composition, and manufacture of materials.

All materials used are subject to inspection or testing at any time during preparation or use. Material that has been tested and approved at a supply source or staging area may be inspected or tested before or during incorporation into the work and rejected if it does not meet Contract requirements. Copies of test results are available upon request. Do not use material that, after approval, becomes unfit for use.

Unless otherwise specified in the Contract, all testing must be performed within the United States and witnessed by the Engineer. If materials or processes require testing outside the contiguous 48 United States, reimburse the Owner for inspection expenses.

5. PLANT INSPECTION AND TESTING

The Engineer may but is not obligated to inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements.

If inspection is at the plant, meet the following conditions unless otherwise specified:

- cooperate fully and assist the Engineer during the inspection,
- ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials,
- in accordance with pertinent items and the Contract provide a facility at the plant for use by the Engineer as an office or laboratory
- provide and maintain adequate safety measures and restroom facilities, and
- furnish and calibrate scales, measuring devices, and other necessary equipment in accordance with the Contract.

The Engineer may provide inspection for periods other than daylight hours if:

- continuous production of materials for Owner's use is necessary due to the production volume being handled at the plant, and
- the lighting is adequate to allow satisfactory inspection.

6. STORAGE OF MATERIALS

Store and handle materials to preserve their quality and fitness for the work. Store materials so that they can be easily inspected and retested. Place materials under cover, on wooden platforms, or on other hard, clean surfaces as necessary or when directed.

Obtain approval to store materials on the right of way. Storage space off the right of way is at the Contractor's expense.

7. OWNER-FURNISHED MATERIAL

The Owner will supply materials as shown on the plans. The cost of handling and placing materials supplied by the Owner will not be paid for directly, but will be subsidiary to the Item in which they are used. Assume responsibility for materials upon receipt.

8. USE OF MATERIALS FOUND ON THE RIGHT OF WAY

Material found in the excavation areas and meeting the Owner's specifications may be used in the work. This material will be paid for at the Contract bid price for excavation and under the Item for which the material is used.

Do not excavate or remove any material from within the right of way that is not within the limits of the excavation without written permission. If excavation is allowed within a right of way project-specific location, replace the removed material with suitable material at no cost to the Owner as directed.

9. RECYCLED MATERIALS

The Owner will not allow hazardous wastes, as defined in 30 TAC § 335, proposed for recycling to be used on the project. Use nonhazardous recyclable materials (NRMs) only if the specification for the Item does not disallow or restrict use. Determine whether NRMs are regulated under 30 TAC §§ 312, 330, 332, 334, or 335, and comply with all general prohibitions and requirements. Use NRMs in accordance with DMS-11000, "Evaluating and Using Nonhazardous Recyclable Materials Guidelines," and furnish all documentation in the manner prescribed by the Owner.

10. HAZARDOUS MATERIALS

Comply with the requirements of Article 7L.12., "Responsibility for Hazardous Materials."

Notify the Engineer immediately when a visual observation or odor indicates that materials on sites owned or controlled by the Owner may contain hazardous materials. Except when the contract includes bid items for the Contractor to remove hazardous materials, the Owner is responsible for testing, removing, and disposing of hazardous materials not introduced by the Contractor. The Engineer may suspend work wholly or in part during the testing, removing, or disposing of hazardous materials, except in the case where hazardous materials are introduced by the Contractor.

Use materials that are free of hazardous materials. Notify the Engineer immediately if materials are suspected to contain hazardous materials. If materials delivered to the project by the Contractor are suspected to contain hazardous materials, have an approved commercial laboratory test the materials for the presence of hazardous materials as approved. Remove, remediate, and dispose of any of these materials found to contain hazardous materials. The work required to comply with this Section will be at the Contractor's expense if materials are found to contain hazardous materials. Working day charges will not be suspended and extensions of working days will not be granted for activities related to handling hazardous material introduced by the Contractor. If suspected materials are not found to contain hazardous materials, the Owner will reimburse the Contractor for hazardous materials testing and will adjust working day charges if the Contractor can show that this work impacted the critical path.

10.1. **Painted Steel Requirements**. Coatings on existing steel contain hazardous materials unless otherwise shown on the plans. Remove paint and dispose of steel coated with paint containing hazardous materials in accordance with the following.

Removing Paint from Steel. For contracts that are specifically for painting steel, include the cleaning and painting of steel under Item 446, "Field Cleaning and Painting Steel," as a pay item. Perform work in accordance with that Item.

For projects where paint must be removed to allow for the dismantling of steel or to perform other work, the Owner will provide for a separate contractor (third party) to remove paint containing hazardous materials before or during the Contract. Remove paint covering existing steel shown not to contain hazardous materials in accordance with Item 446.

10.1.1. **Removal and Disposal of Painted Steel**. For steel able to be dismantled by unbolting, paint removal will not be performed by the Owner. The Owner will remove paint, at locations shown on the plans or as agreed, for the Contractor's cutting and dismantling purposes. Use Owner-cleaned locations for dismantling when provided or provide own means of dismantling at other locations.

Painted steel to be retained by the Owner will be shown on the plans. For painted steel that contains hazardous materials, dispose of the painted steel at a steel recycling or smelting facility unless otherwise shown on the plans. Maintain and make available to the Engineer invoices and other records obtained from the facility showing the received weight of the steel and the facility name. Dispose of steel that does not contain hazardous material coatings in conformance with federal, state, and local regulations.

10.2. **Asbestos Requirements**. The plans will indicate locations or elements where asbestos-containing materials (ACMs) are known to be present. Where ACMs are known to exist or where previously unknown ACM has been found, the Owner will arrange for abatement by a separate contractor before or during the Contract. Notify the Engineer of proposed dates of demolition or removal of structural elements with ACM at least 60 days before beginning work to allow the Owner sufficient time for abatement.

The Texas Department of State Health Services (DSHS), Asbestos Programs Branch, is responsible for administering the requirements of the National Emissions Standards for Hazardous Air Pollutants, (NESHAP), in accordance with 40 CFR Part 61, Subpart M, and the Texas Asbestos Health Protection Rules (TAHPR). Based on EPA guidance and regulatory background information, bridges are considered to be a regulated "facility" under NESHAP; therefore, federal standards for demolition and renovation apply.

The Owner is required to notify DSHS at least 10 working days (by postmarked date) before initiating demolition or renovation of each structure shown on the plans. If the actual demolition, renovation, or removal date is changed or delayed, notify the Engineer in writing of the revised dates in sufficient time to allow for the Owner's notification to DSHS to be postmarked at least 10 days in advance of the actual work.

The Owner retains the right to determine the actual advance notice needed for the change in date to address post office business days and staff availability.

10.3. **Asbestos or Lead Abatement**. Provide traffic control as shown on the plans, and coordinate and cooperate with the third party and the Owner for managing or removing hazardous materials. Work for the traffic control shown on the plans and coordination work will not be paid for directly, but will be subsidiary to pertinent Items.

11. SURPLUS MATERIALS

Take ownership of surplus materials unless otherwise shown on the plans or directed. Remove and dispose of materials in conformance with federal, state, and local regulations. If requested, provide an appropriate level of documentation to verify proper disposal. When materials are disposed of on private property, provide written authorization from the property owner for the use of the property for this purpose upon request.

Item 7L
Legal Relations and Responsibilities

1. ETHICS – NOT APPLICABLE TO LOCALLY LET PROJECTS

2. SAFETY

2.1. **Safety Point of Contact**. Designate, in writing, a Contractor Safety Point of Contact (CSPOC). The Owner will assign an employee for their point of contact designated as Owner's Safety Point of Contact OSPOC. The Contract requires that the Contractor's and subcontractor's employees use the appropriate personal protective equipment (PPE) (e.g., hardhats, safety vests, and protective toe footwear) to meet regulations.

The Contractor will require that crew leaders and foremen (including subcontractors) have attended the required training.

2.2. **Safety Preconstruction Meeting**. In cooperation with the Engineer, schedule and attend a safety preconstruction meeting (may be a part of the preconstruction conference in accordance with Article 4L.2., "Preconstruction Conference"). Attendees for this safety preconstruction meeting will be:

- the Contractor,
- subcontractors,
- the Owner,
- local law enforcement, and
- other personnel who play an active role on the project.

2.3. **Safety Contingency**. To improve the effectiveness of traffic handling and enhance safety during the course of this project, a safety contingency fund may have been included in the project budget for traffic control plan adjustments and other safety-related improvements.

Costs associated with the adjustments or improvements will be paid for in accordance with Article 9L.7., "Payment for Extra Work and Force Account Method." Article 9L.7., "Payment for Extra Work and Force Account Method," is not intended to be used in lieu of bid items established by the Contract.

2.4. **Public Safety and Convenience**. In accordance with the Contract and as directed, provide for the safety and convenience of the public and property. Keep existing roadways open to traffic or construct and maintain detours and temporary structures for safe public travel. Manage construction to minimize disruption to traffic. Maintain the roadway in a good and passable condition, including proper drainage, and provide for ingress and egress to adjacent property.

If the construction of the project requires the closing of a roadway, as directed, coordinate the closure with the Engineer and work to ensure all lanes and ramps possible are available during peak traffic periods before, during, and after significant traffic generator events to avoid any adverse economic impact on the municipalities during:

- dates or events as shown on the plans, and
- other dates as directed.

Store all equipment not in use in a manner and at locations that will not interfere with the safe passage of traffic.

If the Engineer determines that any of the requirements of this Article have not been met, the Engineer may take corrective action. This will not change the legal responsibilities set forth in the Contract. The cost to the Owner for this work will be deducted from any money due or to become due to the Contractor.

2.5. **Use of Blue Warning Lights**. Texas Transportation Code § 547.105 authorizes the use of warning lights to promote safety and provides an effective means of gaining the traveling public's attention as they drive in areas where construction crews are present. To influence the public to move over when high-risk construction activities are taking place, minimize the use of blue warning lights. These lights must be used only while performing work on or near the travel lanes or shoulder where the traveling public encounters construction crews that are not protected by a standard work zone setup, such as a lane closure, a shoulder closure, or one-way traffic control. Refrain from leaving the warning lights engaged while traveling from one work location to another or while parked on the right of way away from the pavement or a work zone.

2.6. **Barricades, Signs, and Traffic Handling**. Comply with the requirements of Item 502 "Barricades, Signs, and Traffic Handling," and as directed. Provide traffic control devices as shown on the plans and in accordance with the TMUTCD. When authorized or directed, provide additional signs or traffic control devices not required by the plans.

If an unexpected situation arises that causes the Contractor to believe that the traffic control should be changed, make all reasonable efforts to promptly contact the Engineer. Take prudent actions until the Engineer can be contacted.

The Engineer will inspect the traffic control devices. Comply with the results of the inspection in the prescribed timeframe.

The work performed and materials furnished in accordance with this Section and Item 502 have no bearing on the prosecution of Items 1L–10L, "General Requirements and Covenants," of the Contract. This includes, but is not limited to installing, relocating, and removing project limit advance warning signs.

2.6.1. **Contractor Responsible Person and Alternate**. Designate in writing a Contractor's Responsible Person (CRP) and an alternate to be the representative of the Contractor who is responsible for taking or directing corrective measures regarding the traffic control. The CRP or alternate must be accessible by telephone 24 hr. per day and able to respond when notified. The CRP and alternate must comply with the requirements of Section 7L.2.6.5., "Training."

2.6.2. **Flaggers**. Designate, in writing, a flagger instructor who will serve as a flagging supervisor and is responsible for training and assuring that all flaggers are qualified to perform flagging duties. Certify to the Engineer that all flaggers will be trained and make available upon request a list of flaggers trained to perform flagging duties.

Provide flaggers as directed. Flaggers must be courteous and able to effectively communicate with the public. When directing traffic, flaggers must dress appropriately; wear high-visibility safety apparel; use flags, signs, stop-slow paddles, and other hand-signaling devices; and follow the flagging procedures in the TMUTCD. Comply with the requirements of Section 7L.2.6.5., "Training."

2.6.3. **Law Enforcement Personnel**. Provide uniformed law enforcement personnel with patrol vehicles as directed. Document the work zone traffic services provided in the manner prescribed by the Owner. Law enforcement personnel providing work zone traffic services must be trained for the service they perform. Comply with Section 7L.2.6.5., "Training."

2.6.4. **Other Work Zone Personnel**. Workers involved with traffic control, including the maintenance of the traffic control, must comply with the requirements of Section 7L.2.6.5., "Training."

2.6.5. **Training.** Train workers involved with the traffic control using Department-approved training as shown on the "Traffic Control Training" MPL.

Coordinate enrollment, pay associated fees, and successfully complete Department-approved training or Contractor-developed training. Training is valid for the period prescribed by the provider. Except for law enforcement personnel training, refresher training is required every 4 yr. from the date of completion unless otherwise specified by the course provider. The Engineer may require training at a specified frequency instead of the period prescribed based on the Owner's needs. Training and associated fees will not be measured or paid for directly, but will be subsidiary to pertinent Items.

Certify to the Engineer that workers involved in traffic control and other work zone personnel have been trained and make available upon request a copy of the certification of completion to the Engineer. The certification of completion includes:

- name of provider and course title,
- name of participant,
- date of completion, and
- date of expiration.

Where Contractor-developed training or a TxDOT-approved training course does not produce a certification, maintain a log of attendees. Make the log available upon request. Provide a log that is legible and includes:

- printed name and signature of participant,
- name and title of trainer, and
- date of training.

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

2.6.5.1.1. **Flagger Training Minimum Requirements**. A Contractor's certified flagging instructor is permitted to train other flaggers.

2.6.5.1.2. **Other Contractor-Developed Training for Other Work Zone Personnel**. For other work zone personnel, the Contractor may provide training meeting the curriculum described below instead of TxDOT-approved training.

Minimum curriculum for Contractor-provided training is as follows.

Contractor-developed training must provide information on the use of PPE, occupational hazards and health risks, and other pertinent topics related to traffic management. The type and amount of training will depend on the job duties and responsibilities. Develop training applicable to the work being performed. Develop training to include the following topics.

- Adopt a company safety motto: "The Life You Save May Be Your Own," or similar.
- Purpose of the training includes the following.
  - "It's the Law."
  - Make work zones safer for workers and motorists.
  - Understand what is needed for traffic control.
  - Save lives including your own.
- Personal and co-worker safety includes the following.
  - **High-Visibility Safety Apparel**. Discuss compliant requirements; inspect regularly for fading and reduced reflective properties; if night operations are required, discuss the additional and appropriate required apparel in addition to special night work risks; and if moving operations are underway, discuss appropriate safety measures specific to the situation and traffic control plan.

- **Blind Areas**. A blind area is the area around a vehicle or piece of construction equipment not visible to the operators, either by line of sight or indirectly by mirrors. Discuss the "Circle of Safety" around equipment and vehicles; use of spotters; maintaining eye contact with equipment operators; and use of hand signals.
- **Runovers and Backovers**. Remain alert at all times; keep a safe distance from traffic; avoid turning your back to traffic, and if you must, then use a spotter; and stay behind protective barriers, whenever possible. It is not safe to sit on or lean against a concrete barrier; these barriers can deflect 4 ft. or more when struck by a vehicle.
- Look out for each other and warn co-workers.
- Be courteous to motorists.
- Do not run across active roadways.
- Workers must obey traffic laws and drive courteously while operating vehicles in the work zones.
- Workers must be made aware of company distracted driving policies.

■ **Nighttime Operations**. Focus on projects with a nighttime element.

■ **Traffic Control Training**. Basics of traffic control include the following.

- Identify work zone traffic control supervisor and other appropriate persons to report issues to when they arise.
- Emphasize that work zone traffic control devices must be in clean and undamaged condition. If devices have been hit but not damaged, return them to their correct place and report to the traffic control supervisor. If devices have been damaged, replace with new devices and report to the traffic control supervisor. If devices are dirty, faded, or have missing or damaged reflective tape, clean or replace them and report to the traffic control supervisor. Show examples of unacceptable device conditions. Discuss various types of traffic control devices to be used and where spacing requirements can be found.
- **Channelizing Devices and Barricades with Slanted Stripes**. Stripes must slant in the direction in which you want traffic to stay or move; demonstrate this with a device.
- **Traffic Queuing**. Workers must be made aware of traffic queuing and the dangers created by it. Workers must be instructed to immediately notify the traffic control supervisor and other supervisory personnel if traffic is queuing beyond advance warning sign and devices or construction limits.
- **Signs**. Signs must be straight and not leaning. Report problems to the traffic control supervisor or other as designated for immediate repair. Covered signs must be fully covered. If covers are damaged or out of place, report to the traffic control supervisor or other as designated.

3. LAWS TO BE OBSERVED

Comply with all federal, state, and local laws, ordinances, and regulations that affect the performance of the work. The Contractor is not required to comply with city electrical ordinances not included in this Contract. Indemnify and save harmless the Owner and its representatives against any claim arising from violation by the Contractor of any law, ordinance, or regulation.

This Contract is between the Owner and the Contractor only. No person or entity may claim third-party beneficiary status under this Contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this Contract.

4. PERMITS, LICENSES, AND TAXES

Procure all permits and licenses; pay all charges, fees, and taxes; and give all notices necessary and incidental to the due and lawful prosecution of work, except for permits provided by the Owner and as specified in Article 7L.7., "Preservation of Cultural and Natural Resources and the Environment."

5. PATENTED DEVICES, MATERIAL, AND PROCESSES

Indemnify and save harmless the Owner from any claims for infringement from the Contractor's use of any patented design, device, material, process, trademark, or copyright selected by the Contractor and used in connection with the work. Indemnify and save harmless the Owner against any costs, expenses, or damages that it may be obliged to pay, by reason of this infringement, at any time during the prosecution or after the completion of the work.

6. PERSONAL LIABILITY OF PUBLIC OFFICIALS

Owner employees are agents and representatives of the Owner and will incur no liability, personal or otherwise, in carrying out the provisions of the Contract or in exercising any power or authority granted under the Contract.

7. PRESERVATION OF CULTURAL AND NATURAL RESOURCES AND THE ENVIRONMENT

Project-specific information pertinent to cultural and natural resources is included in the plan set in the General Notes and on the Environmental Permits, Issues, and Commitments (EPIC) sheet. Adhere to all guidance, Best Management Practices (BMPs), and permits shown on the plans. Signing the Contract certifies compliance with all applicable laws, rules, and regulations pertaining to the preservation of cultural resources, natural resources, and the environment as issued by the following or other agencies.

- OSHA
- TCEQ
- Texas Department of Transportation
- Texas Historical Commission
- Texas Parks and Wildlife Department
- Texas Railroad Commission
- U.S. Army Corps of Engineers (USACE)
- U.S. Department of Energy
- U.S. Department of Transportation
- EPA
- Federal Emergency Management Agency
- U.S. Fish and Wildlife Service

All subcontractors must also comply with applicable environmental laws, rules, regulations, and requirements in the Contract.

7.1. **Cultural Resources**. Cease all work immediately if a site, building, or location of historical, archeological, educational, or scientific interest is discovered within the right of way. The site, building, or location will be investigated and evaluated by the Owner.

7.2. **Protected and Imperiled Species and Wildlife**. Cease all work immediately and within 50 ft. if a protected or imperiled species, or any species assumed to be protected or imperiled, or wildlife is encountered onsite. Allow any animals to leave the area. Do not kill any wildlife. Contact Owner's environmental staff to investigate and evaluate any species or wildlife issues.

7.3. **Migratory Birds**. Bird and nest removal must not occur during vegetation clearing, construction, or maintenance activities on structures where birds or nests are present during the nesting season, as shown on the plans. If work will occur during the nesting season, measures to prevent nest establishment must be used before the start of nesting season or any activity. Contact Owner's environmental staff for assistance with birds and nests.

7.4. **Texas Pollutant Discharge Elimination System (TPDES) Permits and Stormwater Pollution Prevention Plans (SWP3s).**

7.4.1. Projects with Less than 1 Acre of Soil Disturbance Including Required Associated Project Specific Locations (PSLs) in Accordance with TPDES Construction General Permit (CGP) No. TXR150000. No construction site notice (CSN) posting will be required for soil disturbances within the right of way. Adhere to the requirements of the SWP3 and environmental layout as shown on the plans.

7.4.2. Projects with 1 Acre but Less than 5 Acres of Soil Disturbance Including Required Associated PSLs in Accordance with TPDES CGP No. TXR150000. The Owner and the Contractor will operate under a shared SWP3 for portions of the project in the right of way.

The Owner will be considered the primary operator with operational control over plans and specifications as defined in TPDES CGP No. TXR150000 for construction activity in the right of way. The Owner will post a small CSN and follow other requirements as defined in TPDES CGP No. TXR150000 as the entity having operational control over plans and specifications for work shown on the plans in the right of way.

The Contractor will be considered the primary operator with day-to-day operational control as defined in TPDES CGP No. TXR150000 for construction activity in the right of way. In addition to the Owner's actions, the Contractor will post a small CSN and follow other requirements as defined in TPDES CGP No. TXR150000 as the entity having day-to-day operational control of the work shown on the plans in the right of way. This is in addition to the Contractor being responsible for TPDES CGP No. TXR150000 requirements for on-right-of-way and off-right-of-way PSLs. The Contractor will adhere to all requirements of the SWP3 and environmental layout as shown on the plans. The Contractor will be responsible for implementing the SWP3 for the project site as shown on the plans, in conformance with specifications, in accordance with TPDES CGP No. TXR150000, and as directed. Notification to Municipal Separate Storm Sewer System (MS4) operators (when applicable) upon project initiation and completion must be provided in accordance with TPDES CGP No. TXR150000 requirements. A signed copy of the small CSN will be provided to MS4 operators (where applicable) at least 2 days before commencing construction.

With the Engineer's concurrence upon the completion of soil disturbing activities and achieving permanent stabilization of 70% native background vegetation cover, the CSN may be removed.

7.4.3. **Projects with 5 Acres or More of Soil Disturbance Including Required Associated PSLs in Accordance with TPDES CGP No. TXR150000**. The Owner and the Contractor will operate under a shared SWP3 for portions of the project in the right of way. The Owner will be considered the primary operator with operational control over plans and specifications as defined in TPDES CGP No. TXR150000 for construction activities in the right of way. The Owner will post a large CSN and file a Notice of Intent (NOI); Notice of Change (NOC), if applicable; and Notice of Termination (NOT), along with other requirements in accordance with TPDES CGP No. TXR150000, as the entity having operational control over plans and specifications for work shown on the plans in the right of way.

The Contractor will be considered the primary operator for day-to-day operational control as defined in TPDES CGP No. TXR150000 for construction activities in the right of way. In addition to the Owner's actions, the Contractor will file an NOI; NOC, if applicable; and NOT and post a large CSN along with other requirements as the entity having day-to-day operational control of the work shown on the plans in the right of way. This is in addition to the Contractor being responsible for TPDES CGP No. TXR150000 requirements for on-right-of-way and off-right-of way PSLs. Adhere to all requirements of the SWP3 and environmental layout as shown on the plans.

7.4.3.1. **Notice of Intent (NOI)**. Contractor will submit an NOI to TCEQ in accordance with TPDES CGP No. TXR150000 requirements. NOI must be submitted at least 7 days before commencement of construction activities at the project site. Contractor must file NOI under the same Regulated Entity Number (RN) as the Owner. Provide a signed copy to the Engineer and any other MS4 operators (where applicable) at the time of submittal. The Owner will submit their NOI before Contractor submission and will provide a copy for Contractor's use in completing the Contractor's NOI form.

7.4.3.2. **Notice of Change (NOC)**. Upon concurrence of the Engineer, submit an NOC to TCEQ within 14 days of discovery of a change or revision to the NOI as required by the CGP. Provide a signed copy of the NOC to the Engineer and any other MS4 operators (where applicable) at the time of submittal.

7.4.3.3. **Notice of Termination (NOT)**. Upon concurrence of the Engineer, submit an NOT to TCEQ within 30 days of the Engineer's approval that 70% native background vegetative cover is met or equivalent permanent stabilization has been employed in accordance with TPDES CGP No. TXR150000. Provide a signed copy of the NOT to the Engineer and any other MS4 operators (where applicable) at the time of submittal.

7.4.4. **Training**. Not applicable to Locally Let Projects.

7.5. **Work in Waters of the United States**. For work in the right of way, the Owner will obtain any required Section 404 permits from U.S. Army Corps of Engineers USACE before work begins. Adhere to all agreements, mitigation plans, and standard BMPs required by the permit. When Contractor-initiated changes in the construction method change the impacts on Waters of the United States, obtain new or revised Section 404 permits.

7.6. **Work in Navigable Waters of the United States**. For work in the right of way, the Owner will obtain any required Section 9 permits from the U.S. Coast Guard before work begins. Adhere to the stipulations of the permits and associated BMPs. When Contractor-initiated changes in the construction method change the impacts on Navigable Waters of the United States, obtain new or revised Section 9 permits.

7.7. **Work over Recharge or Contributing Zone of Protected Aquifers**. Make every reasonable effort to minimize the degradation of water quality resulting from impacts relating to work over the recharge or contributing zones of protected aquifers, as defined and delineated by TCEQ. Use BMPs and perform work in accordance with the Contract requirements.

7.8. **Project Specific Locations**. For all PSLs on or off the right of way (e.g., material sources, waste sites, parking areas, storage areas, field offices, staging areas, and haul roads), comply with all applicable laws, rules, and regulations pertaining to the preservation of cultural resources, natural resources, and the environment in accordance with Section 7L 7.1., "Cultural Resources." All subcontractors must also comply with applicable environmental laws, rules, regulations, and requirements in the Contract. Maintain documentation of environmental compliance activities, including environmental consultant reports and correspondence with the resource agencies. Provide documentation upon request. Obtain written approval from the Engineer for all PSLs in the right of way not specifically addressed on the plans. Prepare an SWP3 for all Contractor facilities, such as asphalt or concrete plants located within right of way. Comply with all TCEQ permit requirements for portable facilities, such as concrete batch plants, rock crushers, and asphalt plants. Ensure compliance with all environmental issues, such as Section 404 permits, wetland delineation, endangered species consultation requirements, or archeological and historic site impacts. Obtain all permits and clearances in advance.

7.9. **Contractor Responsibility**. If the Contractor initiates changes to the Contract and the Owner approves the changes, the Contractor is responsible for obtaining clearances and coordinating with the appropriate regulatory agencies.

8. AGRICULTURAL IRRIGATION

Regulate the sequence of work and make provisions as necessary to provide for agricultural irrigation or drainage during the work. Meet with the service provider or landowner to determine the proper time and sequence when irrigation demands will permit shutting off water flows to perform work.

Unless otherwise shown on the plans, the work performed in accordance with this Article will not be measured or paid for directly, but will be subsidiary to pertinent Items.

9. SANITARY PROVISIONS

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

10. ABATEMENT AND MITIGATION OF EXCESSIVE OR UNNECESSARY NOISE

Minimize noise throughout all phases of the Contract. Exercise particular and special efforts to avoid the creation of unnecessary noise impact on adjacent noise-sensitive receptors in the placement of non-mobile equipment, such as air compressors, generators, and pumps. Place mobile and stationary equipment to cause the least disruption to normal adjacent activities.

All equipment associated with the work must be equipped with components to suppress excessive noise, and these components must be maintained in their original operating condition considering normal depreciation. Noise attenuation devices installed by the manufacturer, such as mufflers, engine covers, and insulation, must not be removed or rendered ineffectual, or be permitted to remain off the equipment while the equipment is in use.

11. USING EXPLOSIVES

Do not endanger life or property. When required by the plans or requested, provide a written blasting plan. The Owner retains the right to reject the blasting plan. Store all explosives securely, and clearly mark all storage places with "DANGER—EXPLOSIVES." Store, handle, and use explosives and highly flammable material in compliance with federal, state, and local laws, ordinances, and regulations. Assume liability for property damage, injury, or death resulting from the use of explosives.

Give at least 48-hr. advance notice to the appropriate railroad representative before doing any blasting work involving the use of electric blasting caps within 200 ft. of any railroad track.

12. RESPONSIBILITY FOR HAZARDOUS MATERIALS

Comply with the requirements of Article 6L.10., "Hazardous Materials." Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property arising from the generation or disposition of hazardous materials introduced by the Contractor on any work done by the Contractor on Owner-owned or controlled sites. Indemnify and save harmless the Owner and its representatives from any liability or responsibility arising out of the Contractor's generation or disposition of any hazardous materials obtained, processed, stored, or shipped, on sites not owned or controlled by the Owner. Reimburse the Owner for all payments, fees, or restitution the Owner is required to make as a result of the Contractor's actions.

13. RESTORING SURFACES OPENED BY PERMISSION

Do not authorize anyone to make an opening in the highway for utilities, drainage, or any other reason without written permission from the Engineer. Repair all openings as directed. Payment for repair of surfaces opened by permission will be made in conformance with pertinent Items or in accordance with Article 4L.4., "Changes in the Work." Costs associated with openings made with Contractor authorization but without Owner approval will not be paid.

14. PROTECTING ADJACENT PROPERTY

Protect adjacent property from damage. If any damage results from an act or omission on the part of or on behalf of the Contractor, take corrective action to restore the damaged property to a condition similar or equal to that existing before the damage was done.

15. RESPONSIBILITY FOR DAMAGE CLAIMS

Indemnify and save harmless the Owner and its agents and employees from all suits, actions, or claims and from all liability and damages for any injury or damage to any person or property due to the Contractor's negligence in the performance of the work and from any claims arising or amounts recovered under any laws, including workers' compensation and the Texas Tort Claims Act. Indemnify and save harmless the Owner and assume responsibility for all damages and injury to property of any character occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct on the Contractor's part in the manner or method of executing the work; from failure to properly execute the work; or from defective work or material.

Pipelines and other underground installations that may or may not be shown on the plans may be located within the right of way. Indemnify and save harmless the Owner from any suits or claims resulting from damage by the Contractor's operations to any pipeline or underground installation. Make available the scheduled sequence of work to the respective utility owners so that they may coordinate and schedule adjustments of their utilities that conflict with the proposed work.

16. HAULING AND LOADS ON ROADWAYS AND STRUCTURES

Comply with federal and state laws concerning legal gross and axle weights. Except for the designated Interstate system, vehicles with a valid yearly overweight tolerance permit may haul materials to the work locations at the permitted load. Provide copies of the yearly overweight tolerance permits to the Engineer upon request. Construction equipment is not exempt from oversize or overweight permitting requirements on roadways open to the traveling public.

Protect existing bridges and other structures that will remain in use by the traveling public during and after the completion of the Contract. Construction traffic on roadways, bridges, and culverts within the limits of the work, including any structures under construction that will remain in service during and after completion of the Contract, is subject to legal size and weight limitations.

Additional temporary fill may be required by the Engineer for hauling purposes for the protection of certain structures. This additional fill will not be paid for directly, but will be subsidiary to pertinent Items.

Replace or restore to original condition any structure damaged by the Contractor's operations.

The Engineer may allow equipment with oversize or non-divisible overweight loads to operate without a permit within the work locations on pavement structures not open to the traveling public. Submit Contractor-proposed changes to traffic control plans for approval, in accordance with Item 502. The following Sections further address overweight allowances. The Owner will make available to the Contractor any available plans and material reports for existing structures.

16.1. **Overweight Construction Traffic Crossing Structures**. The Engineer may allow crossing of a structure not open to the public within the work locations when divisible or non-divisible loads exceed legal weight limitations, including limits for load-posted bridges. Obtain written permission to make these crossings. Submit for approval a structural analysis by a licensed professional engineer indicating that the excessive loads should be allowed. Provide a manufacturer's certificate of equipment weight that includes the weight distribution on the various axles and any additional parts, such as counterweights, the configuration of the axles, or other information necessary for the analysis. Submit the structural analysis and supporting documentation sufficiently in advance of the move to allow for review by the Engineer. Permission may be granted if the Engineer finds that no damage or overstresses exceeding those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

Schedule loads so that only one vehicle is on any span or continuous unit at any time. Use barricades, fences, or other positive methods to prevent other vehicular access to structures at any time the overweight load is on any span or continuous unit.

16.2. **Construction Equipment Operating on Structures**. Cranes and other construction equipment used to perform construction operations that exceed legal weight limits may be allowed on structures. Before any operation that may require placement of equipment on a structure, submit for approval a detailed structural analysis prepared by a licensed professional engineer.

Submit the structural analysis and supporting documentation sufficiently in advance of the use to allow for review by the Engineer. Include all axle loads and configurations, spacing of tracks or wheels, tire loads, outrigger placements, center of gravity, equipment weight, and predicted loads on tires and outriggers for all planned movements, swings, or boom reaches. The analysis must demonstrate that no overstresses exceeding those normally allowed for occasional overweight loads will occur.

16.3. **Loads on Structures**. Do not store or stockpile material on bridge structures without written permission. If required, submit a structural analysis and supporting documentation by a licensed professional engineer for review by the Engineer. Permission may be granted if the Engineer finds that no damage or overstresses exceeding those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

16.4. **Hauling Divisible Overweight Loads on Pavement Within Work Locations**. The Engineer may allow divisible overweight loads on pavement structures within the work locations not open to the traveling public. Obtain written approval before hauling the overweight loads. Include calculations to demonstrate that there will be no damage or overstress to the pavement structure.

17. CONTRACTOR'S RESPONSIBILITY FOR WORK

Until final acceptance of the Contract, take every precaution against injury or damage to any part of the work by the action of the elements or by any other cause, whether arising from the execution or from the non-execution of the work. Protect all materials to be used in the work at all times, including periods of suspension.

When any roadway or portion of the roadway is in suitable condition for travel, it may be opened to traffic as directed. Opening of the roadway to traffic does not constitute final acceptance.

Repair damage to all work until final acceptance. Repair damage to existing facilities in accordance with the Contract or as directed by the Engineer. Repair damage to existing facilities or work caused by Contractor operations at the Contractor's expense. Repair work for damage that was not due to the Contractor's operations will not be paid for except as provided below.

17.1. **Reimbursable Repair**. Except for damage to appurtenances listed in Section 7L.17.2.1., "Unreimbursed Repair," the Contractor will be reimbursed for repair of damage caused by:

- motor vehicle, watercraft, aircraft, or railroad-train incident;
- vandalism; or
- Acts of God, such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomena of nature.

17.2. **Appurtenances**.

17.2.1. **Unreimbursed Repair**. Except for destruction (not reusable) due to Acts of God, reimbursement will not be made for repair of damage to the following temporary appurtenances, regardless of cause:

- signs,
- barricades, and
- other work zone traffic control devices.

Crash cushion attenuators and guardrail end treatments are reimbursed in accordance with Section 7L.17.2.2., "Reimbursed Repair." Truck-mounted attenuators, trailer attenuators, and portable changeable message signs are eligible for reimbursed repair in accordance with Section 7L.17.2.2.,

"Reimbursed Repair." Reimbursement will only be made when the Engineer directs the placement of the device in a location other than what is depicted in the Contract and the Contractor is unable to seek reimbursement from third-party insurance.

Where the Contractor retains replaced appurtenances after completion of the project, the Owner will limit the reimbursement to the cost that is above the salvage value at the end of the project.

17.2.2. **Reimbursed Repair**. Reimbursement will be made for repair of damage due to the causes listed in Section 7L.17.1, "Reimbursable Repair."

17.3. **Roadways and Structures**. Until final acceptance, the Contractor is responsible for all work constructed under the Contract. The Owner will not reimburse the Contractor for repair work to new construction, unless the failure or damage is due to one of the causes listed in Section 7L.17.1., "Reimbursable Repair."

The Owner will be responsible for the cost for repair of damage to existing roadways and structures not caused by the Contractor's operations.

17.4. **Detours**. The Contractor will be responsible for the cost of maintenance of detours constructed under the Contract, unless the failure or damage is due to one of the causes listed in Section 7L.17.1., "Reimbursable Repair." In addition, the Engineer will reimburse the Contractor for repairs to detours when failures occur for reasons beyond the Contractor's control. Reimbursement will be made for repairs to detours constructed unless the failure was due to materials and workmanship. The Owner will be responsible for the cost of maintenance of existing streets and roadways used for detours or handling traffic.

17.5. **Relief from Maintenance**. The Engineer may relieve the Contractor from responsibility of maintenance in accordance with this Section. This relief does not release the Contractor from responsibility for defective materials or work or constitute final acceptance. The Engineer will direct the Contractor to remove advance warning signs upon issuance of relief from maintenance.

17.5.1. **Isolated Work Locations**. For isolated work locations, when all work is completed, including work in accordance with Article 5L.11., "Final Cleanup," the Engineer may relieve the Contractor from responsibility for maintenance.

17.5.2. **Work Except for Vegetative Establishment and Test Periods**. When all work for all or isolated work locations has been completed, including work in accordance with Article 5L.11., "Final Cleanup," with the exception of vegetative establishment and maintenance periods and test and performance periods, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work.

17.5.3. **Work Suspension**. When all work is suspended for an extended period of time, the Engineer may relieve the Contractor from responsibility for maintenance of completed portions of work during the period of suspension.

17.5.4. **When Directed by the Engineer**. The Engineer may relieve the Contractor from the responsibility for maintenance when directed.

17.6. **Basis of Payment**. When reimbursement for repair work is allowed and performed, payment will be made in conformance with pertinent Items or in accordance with Article 4L.4., "Changes in the Work."

18. ELECTRICAL REQUIREMENTS

18.1. **Definitions**.

18.1.1. **Electrical Work**. Electrical work is work performed for:

- Item 610, "Roadway Illumination Assemblies,"
- Item 614, "High Mast Illumination Assemblies,"
- Item 616, "Performance Testing of Lighting Systems,"

- Item 617, "Temporary Roadway Illumination,"
- Item 618, "Conduit,"
- Item 620, "Electrical Conductors,"
- Item 621, "Tray Cable,"
- Item 622, "Duct Cable,"
- Item 628, "Electrical Services,"
- Item 680, "Highway Traffic Signals,"
- Item 681, "Temporary Traffic Signals,"
- Item 684, "Traffic Signal Cables,"
- Item 685, "Roadside Flashing Beacon Assemblies,"
- other Items that involve either the distribution of electrical power greater than 50 volts or the installation of conduit and duct banks,
- the installation of conduit and wiring associated with Item 624, "Ground Boxes" and Item 656, "Foundations for Traffic Control Devices," and
- the installation of the conduit system for communication and fiber optic cable.

Electrical work does not include the installation of communications or fiber optic cable, or the connections for low-voltage and inherently power-limited circuits, such as electronic or communications equipment. Assembly and placement of poles, structures, cabinets, enclosures, manholes, or other hardware will not be considered electrical work if no wiring, wiring connection, or conduit work is done at the time of assembly and placement.

18.1.2. **Specialized Electrical Work**. Specialized electrical work is work that includes the electrical service and feeders, sub-feeders, branch circuits, controls, raceways, and enclosures for the following:

- pump stations,
- moveable bridges,
- ferry slips,
- motor control centers,
- facilities required in accordance with Item 504, "Field Office and Laboratory,"
- rest area or other public buildings,
- weigh-in-motion stations,
- electrical services larger than 200 amps,
- electrical services with main or branch circuit breaker sizes not shown in the Contract, and
- any three-phase electrical power.

18.1.3. **Certified Person**. A certified person is a person who has passed the test from TxDOT's course TRF450, "TxDOT Roadway Illuminations and Electrical Installations," or other courses as approved by the Traffic Safety Division. Submit a current and valid TRF certification upon request. Texas A&M Engineering Extension Service (TEEX) certifications for "TxDOT Electrical Systems" course will not be accepted.

18.1.4. **Licensed Electrician**. A licensed electrician is a person with a current and valid unrestricted master electrical license, or unrestricted journeyman electrical license, who is supervised or directed by an unrestricted master electrician. An unrestricted master electrician need not be on the work locations at all times while electrical work is being done, but the unrestricted master electrician must approve work performed by the unrestricted journeyman. Licensed electrician requirements by city ordinances do not apply to on State system work.

The unrestricted journeyman and unrestricted master electrician licenses must be issued by the Texas Department of Licensing and Regulation or by a city in Texas with a population of 50,000 or greater that issues licenses based on passing a written test and demonstrating experience.

The Engineer may accept other states' electrical licenses. Submit documentation of the requirements for obtaining that license. Acceptance of the license will be based on sufficient evidence that the license was issued based on:

- passing a test based on the NEC like that used by Texas licensing officials, and
- sufficient electrical experience commensurate with general standards for an unrestricted master and unrestricted journeyman electrician in the State of Texas.

18.2. **Work Requirements**. The qualifications required to perform electrical work and specialized electrical work are shown in Table 1.

Table 1
Work Requirements

Type of Work	Qualifications to Perform Work
Electrical work with plans	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Electrical work without plans	Licensed electrician or workers directly supervised by a licensed electrician
Specialized electrical work	Licensed electrician or workers directly supervised by a licensed electrician
Replace lamps, starting aids, and changing fixtures	Licensed electrician, certified person, or workers directly supervised by a licensed electrician or certified person
Conduit in precast section with approved working drawings	Inspection by licensed electrician or certified person
Conduit in cast-in-place section	Inspection by licensed electrician or certified person
All other electrical work (e.g., troubleshooting, repairs, and component replacement)	Licensed electrician or workers directly supervised by a licensed electrician

"Directly supervised by a licensed electrician" means that a licensed electrician is physically present during all electrical work. "Directly supervised by a licensed electrician or certified person" means that a licensed electrician or certified person is physically present during all electrical work.

A non-certified person may install conduit in cast-in-place concrete sections if the work is verified by a certified person before concrete placement.

When IMSA certification is specified on the plans, the requirements shown in Table 1 will still apply to the installation of the conduit, ground boxes, electrical services, pole grounding, and electrical conductors installed in accordance with Item 620.

19. PAYROLLS

Pay employees and contract labor no less than the predetermined wage rates shown in the Contract. Require that subcontractors pay no less than the predetermined wage rates shown in the Contract.

Payroll records must contain the information required by law. As an option, Form WH-347, "Payroll," is provided by the U.S. Department of Labor.

Maintain payroll and related records during the course of the Contract and preserve these records for 3 yr. following the completion of the Contract or as required by law.

19.1. **Minimum Wage Requirements for Federally Funded Contracts**. Comply with the requirements of FHWA-1273, "Required Contract Provisions Federal-Aid Construction Contracts."

For construction contracts, submit payroll records to the Engineer using the manner prescribed by the Owner.

19.2. **Minimum Wage Requirements for State-Funded Contracts**. Comply with the requirements of 29 USC § 206 unless otherwise shown in the Contract.

For construction contracts, submit payroll records to the Engineer in the manner prescribed.

20. SECURITY INCIDENTS – NOT APPLICABLE TO LOCALLY LET PROJECTS

Item 8L
Prosecution and Progress

1. PROSECUTION OF WORK

Begin work within 30 calendar days after the authorization date to begin work. Prosecute the work continuously to completion within the working days specified. Unless otherwise shown on the plans, work may be prosecuted in concurrent phases if no changes are required to the traffic control plan or if a revised traffic control plan is approved. Notify the Engineer at least 24 hr. before beginning work or before beginning any new operation. Do not start new operations to the detriment of work already begun. Minimize interference to traffic.

2. SUBCONTRACTING

Do not sublet any portion of a construction Contract without the Engineer's written approval. A subcontract does not relieve any responsibility under the Contract and bonds. Ensure that all subcontracted work complies with all governing labor provisions.

The Contractor certifies by signing the Contract that the Contractor will not enter into any subcontract with a subcontractor that is debarred or suspended by the Commission, Owner, or any federal agency.
For federally funded contracts, ensure the required federal documents are physically attached to each subcontract agreement, including all tiered subcontract agreements.

2.1. **Construction Contracts and Federally Funded Maintenance Contracts**. Perform work with own organization on at least 30% of the total original Contract cost (25% if the Contractor is an SBE on a wholly State- or local-funded Contract), excluding any specialty items as determined by the Engineer. Specialty items are those that require highly specialized knowledge, abilities, or equipment not usually available in the contracting firm expected to bid on the proposed Contract as a whole.
Specialty items will be shown on the plans or as determined by the Engineer. Bid cost of specialty items performed by subcontractors will be deducted from the total original Contract cost before computing the required amount of work to be performed by the Contractor's own organization.
The term "perform work with own organization" includes only:

- workers employed and paid directly by the Contractor or wholly owned subsidiary;
- equipment owned by the Contractor or wholly owned subsidiary;
- rented or leased equipment operated by the Contractor's employees or wholly owned subsidiary's employees;
- materials incorporated into the work if the majority of the value of the work involved in incorporating the material is performed by the Contractor's own organization, including a wholly owned subsidiary's organization; and

- labor provided by staff leasing firms licensed under Chapter 91 of the Texas Labor Code for nonsupervisory personnel if the Contractor or wholly owned subsidiary maintains direct control over the activities of the leased employees and includes them in the weekly payrolls.

Mobilization is not included in calculation of 30%.

When staff leasing firms provide materials or equipment, they are considered subcontractors. In these instances, submit staff leasing firms for approval as a subcontractor.

Copies of canceled checks and certified statements may be required to verify compliance with the requirements of this Section.

2.2. **State-Funded Maintenance Contracts**. Not applicable to locally let projects.

2.3.

2.3.1. **Payment Records**. Make payment and related records, including but not limited to copies of canceled checks, available for inspection by the Owner. Retain payment records for a period of 3 yr. following the completion of the Contract.

2.4. **Payrolls**. Comply with Article 7L.19., "Payrolls."

3. COMPUTATION OF CONTRACT TIME FOR COMPLETION

The number of working days is established by the Contract. For Contracts with work orders, the number of working days is established in each work order. Working day charges will begin when work begins as prescribed in Article 8L.1., "Prosecution of Work." Working day charges will continue in accordance with the Contract.

The development of the conceptual time determination is intended to establish the number of working days on the Contract. Upon request, the Engineer will provide the conceptual time determination schedule to the Contractor for informational purposes only. The schedule assumes generic resources, production rates, sequences of construction and average weather conditions based on historic data. Schedule labor, equipment, procurement of materials, subcontractor work, and all other necessary means to prosecute the work within the number of working days specified by the Contract.

3.1. **Working Day Charges**. Working days will be charged in accordance with Section 8L.3.1.4., "Standard Workweek," unless otherwise shown on the plans. Working days will be computed and charged in accordance with one of the following:

3.1.1. **Five-Day Workweek**. Working days will be charged Monday–Friday, excluding national holidays, regardless of weather conditions or material availability. The Contractor has the option of working on Saturdays. Provide sufficient advance notice to the Engineer when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission of the Engineer. If work requiring an Inspector to be present or if critical path activities are performed on a Saturday, Sunday, or national holiday, and weather and other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.2. **Six-Day Workweek**. Working days will be charged Monday–Saturday, excluding national holidays, regardless of weather conditions or material availability. Work on Sundays and national holidays will not be permitted without written permission of the Engineer. If work requiring an Inspector to be present or if critical path activities are performed on a Sunday or a national holiday, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.3. **Seven-Day Workweek**. Working days will be charged Monday–Sunday, excluding national holidays, regardless of weather conditions or material availability. Work on national holidays will not be permitted without written permission of the Engineer. If work or critical path activities requiring an Inspector to be present are performed on any of these holidays, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.4. **Standard Workweek**. Working days will be charged Monday–Friday, excluding national or State holidays, if weather or other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. between 7:00 A.M. and 6:00 P.M., unless otherwise shown in the Contract. The Contractor has the option of working on Saturdays or State holidays. Provide sufficient advance notice to the Engineer when scheduling work on Saturdays. Work on Sundays and national holidays will not be permitted without written permission of the Engineer. If work requiring an Inspector to be present or critical path activities are performed on a Saturday, Sunday, or holiday, and weather or other conditions permit the performance of work for 7 hr. between 7 A.M. and 6 P.M., a working day will be charged.

3.1.5. **Calendar Day**. Working days will be charged Sunday–Saturday, including all holidays, regardless of weather conditions, material availability, or other conditions not under the control of the Contractor.

3.1.6. **Other**. Working days will be charged as shown on the plans.

3.2. **Restricted Work Hours**. Restrictions on Contractor work hours and the related definition for working day charges are as prescribed in this Article unless otherwise shown on the plans.

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

3.3.1. **Five-, Six-, and Seven-Day Workweeks**. Nighttime work that extends past midnight will be assigned to the following day for the purposes of approval for allowing work on Sundays or national holidays.

3.3.2. **Standard Workweek**.

3.3.2.1. **Nighttime Work Only**. When nighttime work is allowed or required and daytime work is not allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8L.3.3., "Nighttime Work," unless otherwise shown in the Contract.

3.3.2.2. **Nighttime Work and Daytime Work Requiring Inspector**. When nighttime work is performed or required and daytime work is allowed, working day charges will be made when weather and other conditions permit the performance of the principal unit of work underway, as determined by the Engineer, for a continuous period of at least 7 hr. for the nighttime period, as defined in Section 8L.3.3., "Nighttime Work," or for a continuous period of at least 7 hr. for the alternative daytime period unless otherwise shown in the Contract. Only one day will be charged for each 24hr. period. When the Engineer agrees to restrict work hours to the nighttime period only, working day charges will be in accordance with Section 8L.3.3.2.1., "Nighttime Work Only."

3.4. **Time Statements**. The Engineer will furnish the Contractor a monthly time statement. Review the monthly time statement for correctness. Report protests in writing, no later than 30 calendar days after receipt of the time statement, providing a detailed explanation for each day protested. Not filing a protest within 30 calendar days will indicate acceptance of the working day charges, and future consideration of that statement will not be permitted.

4. TEMPORARY SUSPENSION OF WORK OR WORKING DAY CHARGES

The Engineer may suspend the work, wholly or in part, and will provide notice and reasons for the suspension in writing. Suspend and resume work only as directed in writing.

When part of the work is suspended, the Engineer may suspend working day charges only when conditions not under the control of the Contractor prohibit the performance of critical path activities. When all of the work is suspended for reasons not under the control of the Contractor, the Engineer will suspend working day charges.

5. PROJECT SCHEDULES

Prepare, maintain, and submit project schedules for the work to be performed under this Contract. Project schedules are used to convey the Contractor's intended work plan to the Owner.

The work performed under this Article will not be measured or paid for directly, but will be subsidiary to pertinent Items.

5.1. **Project Scheduler**. Designate an individual who will develop and maintain the progress schedule. The project scheduler will be prepared to discuss, in detail, the proposed sequence of work and methods of operation, and how that information will be communicated through the progress schedule at the preconstruction meeting. This individual will also attend the project meetings and make site visits to prepare, develop, and maintain the progress schedules.

5.2. **Progress Schedule**. Before starting work, prepare and submit a progress schedule based on the sequence of work and traffic control plan shown in the Contract. Prepare the progress schedule as a bar chart or critical path method (CPM) as shown on the plans. Include all planned work activities and sequences and show Contract completion within the number of working days specified. Incorporate major material procurements, known utility relocations, and other activities that may affect the completion of the Contract in the progress schedule. Show a beginning date, ending date, and duration in whole working days for each activity. Do not use activities exceeding 20 working days, unless agreed upon with the Engineer. Show an estimated production rate per working day for each work activity, unless otherwise agreed upon with the Engineer.

5.3. **Schedule Format**. Format all project schedules in accordance with the following.

- Begin the project schedule on the date of the start of Contract time or start of activities affecting work on the project.
- Show the sequence and interdependence of activities required for complete performance of the work. If using a CPM schedule, show a predecessor and a successor for each activity.
- Ensure all work sequences are logical and show a coordinated plan of the work.

CPM schedules must also:

- clearly and accurately identify the critical path as the longest continuous path;
- provide a legend for all abbreviations, run date, data date, project start date, and project completion date in the title block of each schedule submittal; and
- using calendars, incorporate seasonal weather conditions into the schedule for work (e.g., earthwork, concrete paving, structures, asphalt, and drainage) that may be influenced by temperature or precipitation. Also, incorporate non-work periods such as holidays, weekends, or other non-work days as identified in the Contract.

5.4. **Activity Format**. For each activity on the project schedule, provide:

- a concise description of the work represented by the activity,
- an activity duration in whole working days, and
- code activities so that organized plots of the schedule may be produced.

CPM schedules must also include the quantity of work and estimated production rate for major items of work. Provide enough information for review of the work being performed.

Total float is defined as the amount of time (in whole days) that an activity can be delayed before impacting the project's completion date. Total float is a shared commodity between the Owner and the Contractor.

5.5. **Schedule Types and Schedule Impacts**.

5.5.1. **Bar Chart**. Seven calendar days before the preconstruction meeting, prepare and submit a hard or electronic copy of the schedule using the bar chart method.

5.5.1.1. **Progress Schedule Reviews**. Update the project schedule and submit a hard or electronic copy when changes to the schedule occur or when requested.

5.5.2. **Critical Path Method**. Prepare and submit the schedule using the CPM. Submit an electronic copy to the Engineer within the timeframes specified. An electronic copy is defined as the scheduling software's native file, saved in a format acceptable to the Engineer. In all cases, an electronic format (.xer) of Primavera Project Planner and Enterprise Project Portfolio Management (P6) will be acceptable.

5.5.2.1. **Preliminary Schedule**. Unless otherwise agreed for a later submission, 7 calendar days before the preconstruction meeting, submit an electronic copy of the project schedule showing activities beginning with the authorization date to begin work and including activities to be performed within the first 90 calendar days from the work start date.

5.5.2.2. **Baseline Schedule**. The baseline schedule will be considered the Contractor's plan to successfully construct the project within the timeframe and construction sequencing indicated in the Contract. Submit electronic copies of the baseline schedule. When requested, submit two plots of the schedule: one organized with the activities logically grouped using the activity coding, and the other plot showing only the critical path determined by the longest path, not based on critical float.

Develop and submit the baseline schedule for review within the first 45 calendar days from the work start date unless the time for submission is extended by the Engineer.

5.5.2.2.1. **Review**. Within 15 calendar days of receipt of the schedule, the Engineer will evaluate and inform the Contractor if the schedule has been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so, within 10 calendar days. The Engineer's review and acceptance of the project schedule is for conformance to the requirements of the Contract documents only and does not relieve the Contractor of any responsibility for meeting the interim milestone dates (if specified) or the Contract completion date. Review and acceptance does not expressly or by implication warrant, acknowledge, or admit the reasonableness of the logic or durations of the project schedule. If the Contractor fails to define any element of work, activity, or logic and the Engineer's review does not detect this omission or error, the Contractor is responsible for correcting the error or omission.

Submit an acceptable baseline schedule before the 90th calendar day from the work start date unless the time for submission is extended by the Engineer.

5.5.2.3. **Progress Schedule**. Maintain and submit the progress schedule monthly for use by the Contractor and the Engineer. Submit an electronic copy as it will become an as-built record of the daily progress achieved on the project. If continuous progress of an activity is interrupted for any reason except non-work periods (e.g., holidays, weekend, or interference from temperature or precipitation), then the activity will show the actual finish date as that date of the start of the interruption and the activity will be broken into a subsequent activity (or activities, based on the number of interruptions) similarly numbered with successive alpha character as necessary. The original duration of the subsequent activity will be that of the remaining duration of the original activity. Relationships of the subsequent activity will match those of the original activity so that the integrity of the project schedule logic is maintained. Once established, the original durations and actual dates of all activities must remain unchanged. Revisions to the schedule may be made as necessary.

The project schedule must be revised when changes in construction phasing and sequencing occur or other changes that cause deviation from the original project schedule occur. Any revisions to the schedule must be

listed in the monthly update narrative with the purpose of the revision and description of the impact on the project schedule's critical path and project completion date. Create the schedule revision using the latest update before the start of the revision.

Monthly updating of the project schedule will include updating of:

- the actual start dates for activities started,
- the actual finish dates for activities completed,
- the percentage of work completed and remaining duration for each activity started but not yet completed, and
- the calendars to show days actual work was performed on the various work activities.

The cutoff day for recording monthly progress will be the last day of each month. Submit the updated project schedule no later than the 20th calendar day of the following month. The Engineer will evaluate the updated schedule within 5 calendar days of receipt and inform the Contractor if it has or has not been accepted. If the schedule is not accepted, the Engineer will provide comments to the Contractor for incorporation. Provide a revised schedule based on the Engineer's comments, or reasons for not doing so, within 5 calendar days.

Provide a brief narrative in a bulleted statement format for major items that have impacted the schedule. Notify the Engineer if resource-leveling is being used.

5.5.2.3.1. **Project Schedule Summary Report (PSSR)**. When shown on the plans, provide the PSSR instead of the narrative required in Section 8L.5.5.2.3., "Progress Schedule." The PSSR includes a listing of major items that have impacted the schedule and a summary of progress in days ahead or behind schedule. Include an explanation of the project progress for the period represented on the form provided by the Owner.

5.5.3. **Notice of Potential Time Impact**. Submit a notice of potential time impact when a Contract time extension or adjustment of milestone dates may be justified or when directed.

Failure to provide this notice in the timeframes specified above will compromise the Owner's ability to mitigate the impacts, and the Contractor forfeits the right to request a time extension or adjustment of milestone dates unless the circumstances are such that the Contractor could not reasonably have had knowledge of the impact at the time.

5.5.4. **Time Impact Analysis**. When directed, provide a time impact analysis. A time impact analysis is an evaluation of the effects of impacts on the project. A time impact analysis consists of the following steps.

- **Step 1**. Establish the status of the project immediately before the impact.
- **Step 2**. Predict the effect of the impact on the schedule update used in Step 1.
- **Step 3**. Track the effects of the impact on the schedule during its occurrence.
- **Step 4**. Establish the status of the project after the impact's effect has ended and provide details identifying any mitigating actions or circumstances used to keep the project ongoing during the impact period.

Determine the time impact by comparing the status of the work before the impact (Step 1) to the prediction of the effect of the impact (Step 2), if requested, and to actual effects of the impact once it is complete (Step 4). Unless otherwise approved by the Engineer, Steps 1, 3, and 4 must be completed before consideration of a Contract time extension or adjustment of a milestone date will be provided. Time extensions will be considered only when delays that affect milestone dates or the Contract completion date are beyond the Contractor's control. Submit Step 4 no later than 15 calendar days after the impact's effects have ended or when all the information on the effect has been realized.

Submit one electronic backup copy of the complete time impact analysis and a copy of the full project schedule incorporating the time impact analysis. If the project schedule is revised after the submittal of a time impact analysis, but before its approval, indicate in writing the need for any modification to the time impact analysis.

The Engineer will review the time impact analysis upon completion of Step 4. If this review detects revisions or changes to the schedule that had not been performed and identified in a narrative, the Engineer may reject the time impact analysis. If the Engineer is in agreement with the time impact analysis, a change order may be issued to grant additional working days, or to adjust interim milestones. Once a change order has been executed, incorporate the time impact analysis into the project schedule. The time impact analysis may also be used to support the settlement of disputes and claims. Compensation related to the time impact analysis may be provided at the completion of the analysis or the completion of the project to determine the true role the impact played on the final completion.

6. FAILURE TO COMPLETE WORK ON TIME

The time established for the completion of the work is an essential element of the Contract. If the Contractor fails to complete the work within the number of working days specified, working days will continue to be charged. Failure to complete the Contract, callout work, or a work order within the number of working days specified, including any approved additional working days, will result in liquidated damages for each working day charged over the number of working days specified. The dollar amount specified in the Contract will be deducted from any money due or to become due the Contractor for each working day the Contract, callout work, or work order remains incomplete. This amount will be assessed not as a penalty but as liquidated damages. The amount assessed for non-site-specific Contracts will be based on the estimated amount for each work order unless otherwise shown in the Contract. The amount assessed for each callout will be as specified in the Contract.

7. DEFAULT OF CONTRACT

7.1. **Declaration of Default**. The Engineer may declare the Contractor to be in default of the Contract if the Contractor:

- fails to begin the work within the number of days specified;
- fails to prosecute the work to assure completion within the number of days specified;
- is uncooperative, disruptive, or threatening;
- fails to perform the work in accordance with the Contract requirements;
- neglects or refuses to remove and replace rejected materials or unacceptable work;
- discontinues the prosecution of the work without the Engineer's approval;
- makes an unauthorized assignment;
- fails to resume work that has been discontinued within a reasonable number of days after notice to do so;
- fails to conduct the work in an acceptable manner; or
- commits fraud or other unfixable conduct as determined by the Owner.

If any of these conditions occur, the Engineer will give notice in writing to the Contractor and the Surety of the intent to declare the Contractor in default. If the Contractor does not proceed as directed within 10 days after the notice, the Owner will provide written notice to the Contractor and the Surety to declare the Contractor to be in default of the Contract. If the Contractor provides the Owner written notice of voluntary default of the Contract, the Owner may waive the 10-day notice of intent to declare the Contractor in default and immediately provide written notice of default to the Contractor and the Surety. Calendar day charges will continue until completion of the Contract. The Owner may suspend work in accordance with Article 8L.4., "Temporary Suspension of Work or Working Day Charges," to investigate apparent fraud or other unfixable conduct before defaulting the Contractor. The Contractor may be subject to sanctions under the state and/or federal laws and regulations. A default may result in the application of remedial action by the Owner.

The Owner will determine the method used for the completion of the remaining work as follows.

- For Contracts without performance bonds, the Owner will determine the most expeditious and efficient way to complete the work and recover damages from the Contractor.
- For Contracts with performance bonds, the Owner will require the Contractor's Surety to complete the remaining work in accordance with the terms of the original Contract. A completing Contractor will be

considered a subcontractor of the Surety. The Owner reserves the right to approve or reject proposed subcontractors. Work may resume after the Owner receives and approves Certificates of Insurance as required in Section 3.4.3., "Insurance." Certificates of Insurance may be issued in the name of the completing Contractor. The Surety is responsible for making every effort to expedite the resumption of work and completion of the Contract. The Owner may complete the work using any or all materials at the work locations that it deems suitable and acceptable. Any costs incurred by the Owner for the completion of the work under the Contract will be the responsibility of the Surety.

From the time of notification of the default until work resumes (either by the Surety or the Owner), the Owner will maintain traffic control devices and will do any other work it deems necessary, unless otherwise agreed upon by the Owner and the Surety. All costs associated with this work will be deducted from money due to the Surety.

The Owner will hold all money earned but not disbursed by the date of default. Upon resumption of the work after the default, all payments will be made to the Surety. All costs and charges incurred by the Owner resulting from the default, including the cost of completing the work under the Contract, costs of maintaining traffic control devices, costs for other work deemed necessary, and any applicable liquidated damages or disincentives will be deducted from money due the Contractor for completed work. If these costs exceed the sum that would have been payable under the Contract, the Surety will be liable and pay the Owner the balance of these costs in excess of the Contract price. In case the costs incurred by the Owner are less than the amount that would have been payable under the Contract if the work had been completed by the Contractor, the Owner will be entitled to retain the difference.

Comply with Article 8L.2., "Subcontracting," and abide by the DBE commitments previously approved by the Owner. Section 8L.2.1., "Construction Contracts and Federally Funded Maintenance Contracts," is waived.

No markups as defined in Article 9L.7., "Payment for Extra Work and Force Account Method," will be allowed for the Surety.

7.2. **Wrongful Default**. If it is determined after the Contractor is declared in default, that the Contractor was not in default, the rights and obligations of all parties will be the same as if termination had been issued for the convenience of the public as provided in Article 8L.8., "Termination of Contract."

8. TERMINATION OF CONTRACT

The Owner may terminate the Contract in whole or in part whenever:

- the Contractor is prevented from proceeding with the work as a direct result of an executive order of the President of the United States or the Governor of the State;
- the Contractor is prevented from proceeding with the work due to a national emergency, or when the work to be performed under the Contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment, or labor as the result of an order or a proclamation of the President of the United States;
- the Contractor is prevented from proceeding with the work due to an order of any federal authority;
- the Contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining court order where the issuance of the restraining order is primarily caused by acts or omissions of persons or agencies other than the Contractor; or
- the Owner determines that termination of the Contract is in the best interest of the State or the public. This includes, but is not limited to, the discovery of significant hazardous material problems, right of way acquisition problems, or utility conflicts that would cause substantial delays or expense to the Contract.

8.1. **Procedures and Submittals**. The Owner will provide written notice to the Contractor of termination specifying the extent of the termination and the effective date. Upon notice, immediately proceed in accordance with the following:

- stop work as specified in the notice,
- place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete a critical portion of the Contract, as approved by the Engineer,
- terminate all subcontracts to the extent they relate to the work terminated,
- complete performance of the work not terminated,
- settle all outstanding liabilities and termination settlement proposals resulting from the termination of the Contract,
- create an inventory report, including all acceptable materials and products obtained for the Contract that have not been incorporated in the work that was terminated (include in the inventory report a description, quantity, location, source, cost, and payment status for each of the acceptable materials and products), and
- take any action necessary, or that the Engineer may direct, for the protection and preservation of the materials and products related to the Contract that are in the possession of the Contractor and in which the Owner has or may acquire an interest.

8.2. **Settlement Provisions**. Within 60 calendar days of the date of the notice of termination, submit a final termination settlement proposal, unless otherwise approved. The Engineer will prepare a change order that reduces the affected quantities of work and adds acceptable costs for termination. No claim for loss of anticipated profits will be considered. The Owner will pay reasonable and verifiable termination costs, including:

- all work completed at the unit bid price and partial payment for incomplete work,
- the percentage of Item 500, "Mobilization," equivalent to the percentage of work complete or actual cost that can be supported by cost records, whichever is greater,
- expenses necessary for the preparation of termination settlement proposals and support data;
- the termination and settlement of subcontracts,
- storage, transportation, restocking, and other costs incurred necessary for the preservation, protection, or disposition of the termination inventory, and
- other expenses acceptable to the Owner.

Item 9L
Measurement and Payment

1. MEASUREMENT OF QUANTITIES

The Engineer will measure all completed work using United States standard measures, unless otherwise specified.

1.1. **Linear Measurement**. Unless otherwise specified, all longitudinal measurements for surface areas will be made along the actual surface of the roadway and not horizontally. No deduction will be made for structures in the roadway with an area of 9 sq. ft. or less. For all transverse measurements for areas of base courses, surface courses, and pavements, the dimensions to be used in calculating the pay areas will be the neat dimensions and will not exceed those shown on the plans, unless otherwise directed.

1.2. **Volume Measurement**. Transport materials measured for payment by volume in approved hauling vehicles. Display a unique identification mark on each vehicle. Furnish information necessary to calculate the volume capacity of each vehicle. The Engineer may require verification of volume through weight measurement. Use body shapes that allow the capacity to be verified. Load and level the load to the equipment's approved capacity. Loads not hauled in approved vehicles may be rejected.

1.3. **Weight Measurement**. Transport materials measured for payment by weight or truck measure in approved hauling vehicles. Furnish certified measurements, tare weights, and legal gross weight calculations for all haul units. Affix a permanent, legible number on the truck and on the trailer to correspond with the certified information. Furnish certified weights of loaded haul units transporting material if requested.

The material will be measured at the point of delivery. The cost of supplying these volume and weight capacities is subsidiary to the pertinent Item. For measurement by the ton, in the field, provide measurements in accordance with Item 520, "Weighing and Measuring Equipment," except for Items where ton measurements are measured by standard tables.

The Engineer may reject loads and suspend hauling operations for overloading.

1.3.1. **Hauling on Routes Accessible to the Traveling Public**. For payment purposes on haul routes accessible to the traveling public:

- If the gross vehicle weight is less than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
- If the gross vehicle weight is more than the maximum allowed by state law, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

1.3.2. **Hauling on Routes Not Accessible to the Traveling Public**. For payment purposes on haul routes that are not accessible to the traveling public where advance permission is obtained in writing from the Engineer:

- If the gross vehicle weight is less than the maximum allowed by the Engineer, including applicable yearly weight tolerance permit, the net weight of the load will be determined by deducting the tare weight of the vehicle from the gross weight.
- If the gross vehicle weight is more than the maximum allowed by the Engineer, the net weight of the load will be determined by deducting the tare weight of the vehicle from the maximum gross weight allowed.

2. PLANS QUANTITY MEASUREMENT

Plans quantities may or may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Contract. The estimated bid quantities are designated as final payment quantities, unless revised by the governing specifications or this Article.

If the quantity measured as outlined under "Measurement" varies by more than 5% (or as stipulated under "Measurement" for specific Items) from the total estimated quantity for an individual Item originally shown in the Contract, an adjustment may be made to the quantity of authorized work done for payment purposes.

When quantities are revised by a change in design approved by the Owner, by change order, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount involved in the change, and the 5% variance will apply to the new plans quantity.

If the total Contract quantity multiplied by the unit bid price for an individual Item is less than $250 and the Item is not originally a plans quantity Item, then the Item may be paid as a plans quantity Item if the Engineer and Contractor agree in writing to fix the final quantity as a plans quantity.

For Contracts with callout work and work orders, plans quantity measurement requirements are not applicable.

3. ADJUSTMENT OF QUANTITIES

The party to the Contract requesting the adjustment will provide field measurements and calculations showing the revised quantity. When approved, this revised quantity will constitute the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that Item, except as provided for in Article 4L.4., "Changes in the Work."

4. SCOPE OF PAYMENT

Payment of the Contract unit price is full compensation for all materials, equipment, labor, tools, and supplies necessary to complete the Item of work under the Contract. Until final acceptance in accordance with Article 5L.12., "Final Acceptance," assume liability for completing the work according to the plans and specifications and any loss or damage arising from the performance of the work or from the action of the elements, infringement of patent, trademark, or copyright, except as provided elsewhere in the Contract.

The Owner will only pay for material incorporated into the work in accordance with the Contract. Payment of progress estimates will in no way affect the Contractor's obligation under the Contract to repair or replace any defective parts in the construction or to replace any defective materials used in the construction and to be responsible for all damages due to defects if the defects and damages are discovered on or before final inspection and acceptance of the work.

5. PROGRESS PAYMENTS

The Engineer will prepare a monthly estimate of the amount of work performed, including materials in place. Incomplete items of work may be paid at an agreed upon percentage approved by the Engineer. Payment of the monthly estimate is determined at the Contract item prices less any withholdings or deductions in accordance with the Contract. Progress payments may be withheld for failure to comply with the Contract.

It is the Owner's intent to pay a Contractor for work through the last working day of the month; however, the use of early cut-off dates for monthly estimates and MOH is a project management practice to manage workload at the local level. Approval for using early cut-off dates is at the Owner's discretion. The earliest cut-off date for pay applications is the 25th of the month.

6. PAYMENT FOR MATERIAL ON HAND (MOH)

If payment for MOH is desired, request compensation for the invoice cost of acceptable nonperishable materials that have not been used in the work before the request, and that have been delivered to the work location or are in acceptable storage places. Nonperishable materials are those that do not have a shelf life or whose characteristics do not materially change when exposed to the elements. Include only materials that have been sampled, tested, approved, or certified, and are ready for incorporation into the work. Only materials that are completely constructed or fabricated on the Contractor's order for a specific Contract and are so marked and on which an approved test report has been issued are eligible. Payment for MOH may include the following types of items: concrete traffic barrier, precast concrete box culverts, concrete piling, reinforced concrete pipe, and illumination poles. Any repairs required after fabricated materials have been approved for storage will require the Engineer's approval before being made and will be made at the Contractor's expense. Include only those materials and products, when cumulated under an individual item or similar bid items, that have an invoice cost of at least $1,000 in the request for MOH payment. (E.g., for MOH eligibility, various sizes of conductor are considered similar bid items and may be cumulated to meet the threshold; for small roadside signs, the sign supports, mounting bolts, and the sign face are considered one bid item or similar bid items for more than one pay item for sign supports.) Requests for MOH are to be submitted at least 2 days before but not later than the estimate cut-off date unless otherwise agreed. If there is a need to request MOH after the established cut-off date, the Owner can make accommodation as the need arises. This needed accommodation is to be the exception, though, and not the rule.

For Contracts with callout work and work orders, payment for MOH will only be made for materials authorized for purchase by the work order or by written approval of the Engineer.

If the request is acceptable, the Engineer will include payment for MOH in a progress payment. Payment for MOH does not constitute acceptance of the materials. Payment will not exceed the actual cost of the material as established by invoice, or the total cost for the associated item less reasonable placement costs, whichever is less. Materials for which the Contractor does not have a paid invoice within 60 days will not be eligible for payment and will be removed from the estimate. Payment may be limited to a portion of the invoice cost or unit price if shown elsewhere in the Contract. Payment for precast products fabricated or constructed by the Contractor for which invoices or freight bills are not available may be made based on statements of actual cost.

Submit the request on forms provided by the Owner. These forms may be electronically reproduced, provided they are in the same format and contain all the required information and certifications. Continue to submit monthly MOH forms until the total value of MOH is $0.

By submitting a request for MOH payment, the Contractor expressly authorizes the Owner to audit MOH records and to perform process reviews of the record-keeping system. If the Owner determines noncompliance with any of the requirements of this provision, the Owner may exclude payment for any or all MOH for the duration of the Contract.

Maintain all records relating to MOH payment until final acceptance. Provide these records to the Engineer upon request.

7. PAYMENT FOR EXTRA WORK AND FORCE ACCOUNT METHOD

Payment for extra work directed, performed, and accepted will be made in accordance with Article 4L.4., "Changes in the Work." Payment for extra work may be established by agreed unit prices or by Force Account Method.

Agreed unit prices are unit prices that include markups and are comparable to recent bid prices for the same character of work. These unit prices may be established without additional breakdown justification.

When using Force Account Method, determine an estimated cost for the proposed work and establish labor and equipment rates and material costs. Maintain daily records of extra work and provide copies of these

records daily, signed by the Contractor's representative, for the Owner's verification. Request payment for the extra work no later than the 10th day of the month following the month in which the work was performed. Include copies of all applicable invoices. If the extra work to be performed has an estimated cost of less than $10,000, submit for approval and payment an invoice of actual cost for materials, equipment, labor, tools, and incidentals necessary to complete the extra work. When added work requires mobilization that is exclusive to the added work, mobilization may be added to the force account invoice for payment.

7.1. **Markups**. Payment for extra work may include markups as compensation for the use of small tools, overhead expense, and profit.

7.1.1. **Labor**. Compensation will be made for payroll rates for each hour that the labor and foremen or others approved by the Engineer are actually engaged in the work. In no case will the rate of wages be less than the minimum shown in the Contract for a particular category. An additional 25% of this sum will be paid as compensation for overhead, superintendence, profit, and small tools.

7.1.2. **Insurance and Taxes**. An additional 55% of the labor cost, excluding the 25% compensation provided in Section 9L.7.1.1., "Labor," will be paid as compensation for labor insurance and labor taxes including the cost of premiums on non-project-specific liability (excluding vehicular) insurance, workers compensation insurance, Social Security, unemployment insurance taxes, and fringe benefits.

7.1.3. **Materials**. Compensation will be made for materials associated with the work based on actual delivered invoice costs, less any discount. An additional 25% of this sum will be paid as compensation for overhead and profit.

7.1.4. **Equipment**. Payment will be made for the established equipment hourly rates for each hour that the equipment is involved in the work. An additional 15% of this sum will be paid as compensation for overhead and profit not included in the rates.

Transportation cost for mobilizing equipment will be included if the equipment is mobilized from an offsite location.

7.1.4.1. **Contractor-Owned Equipment**. For Contractor-owned machinery, trucks, power tools, or other equipment, use the FHWA rental rates found in Equipment Watch multiplied by the regional adjustment factor and the rate adjustment factor to establish hourly rates. Use the rates in effect for each section of Equipment Watch at the time of use.

If a rate has not been established for a particular piece of equipment in Equipment Watch, the Engineer will allow a reasonable hourly rate. This price will include operating costs.

Payment for equipment will be made for the actual hours used in the work. The Owner reserves the right to withhold payment for low production or lack of progress. Payment will not be made for time lost for equipment breakdowns, time spent to repair equipment, or time after equipment is no longer needed.

If equipment is used intermittently while dedicated solely to the work, payment will be made for the duration the equipment is assigned to the work but no more than 8 hr. will be paid during a 24-hr. day, nor more than 40 hr. per week, nor more than 176 hr. per month, except when time is computed using a 6-day or 7-day workweek. When using a 6-day workweek, no more than 8 hr. will be paid during a 24-hr. day, nor more than 48 hr. per week, nor more than 211 hr. per month. When using a 7-day workweek, no more than 8 hr. will be paid during a 24-hr. day, nor more than 56 hr. per week, nor more than 246 hr. per month.

7.1.4.2. **Equipment Not Owned by the Contractor**. For equipment rented from a third party not owned by the Contractor, payment will be made at the invoice daily rental rate for each day the equipment is needed for the work. The Owner reserves the right to limit the daily rate to comparable FHWA rental rates found in Equipment Watch multiplied by the regional adjustment factor and the rate adjustment factor. When the invoice specifies that the rental rate does not include fuel, lubricants, repairs, and servicing, the Equipment Watch hourly operating cost for each hour the equipment is operated will be added.

When the invoice specifies equipment operators as a component of the equipment rental, payment will be made at the invoice rate for each operator for each day the equipment is needed for the work.

7.1.4.3. **Standby Equipment Costs**. Payment for standby equipment will be made in accordance with Section 9L.7.1.4., "Equipment." The 15% markup will be paid when standby is associated with extra work but will not be paid when standby is associated with damages.

7.1.4.3.1. **Contractor-Owned Equipment**. For Contractor-owned equipment:

- Standby will be paid at 50% of the monthly Equipment Watch rate after the regional and age adjustment factors have been applied. Operating costs will not be allowed. Calculate the standby rate as follows.

  Standby rate = (FHWA hourly rate - operating costs) × 50%

- If an hourly rate is needed, divide the monthly Equipment Watch rate by 176.
- No more than 8 hr. of standby will be paid during a 24-hr. day period, nor more than 40 hr. per week.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

7.1.4.3.2. **Equipment Not Owned by the Contractor**. For equipment rented from a third party not owned by the Contractor:

- Standby will be paid at the invoice daily rental rate, excluding operating cost, which includes fuel, lubricants, repairs, and servicing. The Owner reserves the right to limit the daily standby rate to comparable FHWA rental rates found in Equipment Watch multiplied by the regional adjustment factor and the rate adjustment factor.
- Standby will be paid for equipment operators when included on the invoice and equipment operators are actually on standby.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.

7.1.5. **Subcontracting**. An additional 5% of the actual invoice cost will be paid to the Contractor as compensation for administrative cost and profit.

7.1.6. **Law Enforcement Personnel**. An additional 5% of the actual invoice cost will be paid as compensation for administrative costs and profit.

7.1.7. **Railroad Flaggers**. An additional 5% of the actual invoice cost will be paid as compensation for administrative cost and profit.

7.1.8. **Bond Cost**. An additional 1% of the total compensation provided in Article 9.7., "Payment for Extra Work and Force Account Method," will be paid for the increase in bond.

8. RETAINAGE

The Owner may withhold retainage on the Contractor.The Contractor may withhold retainage from subcontractors in accordance with applicable state and federal laws and regulations..

9. PAYMENT PROVISIONS FOR SUBCONTRACTORS

For the purposes of this Article only, the term subcontractor includes suppliers, and the term work includes materials provided by suppliers at a location approved by the Engineer.

These requirements apply to all tiers of subcontractors. Incorporate the provisions of this Article into all subcontract or material purchase agreements.

Pay subcontractors for work performed withi 10 days after receiving payment from the Owner.

Pay any retainage on a subcontractor's work within 10 days after satisfactory completion of all the subcontractor's work. Completed subcontractor work includes vegetative establishment, test, maintenance, performance, and other similar periods that are the responsibility of the subcontractor.

For the purpose of this Section, satisfactory completion is accomplished when:

- the subcontractor has fulfilled the Contract requirements of both the Owner and the subcontract for the subcontracted work, including the submittal of all information required by the Contract and the Owner, and
- the work done by the subcontractor has been inspected, approved, and paid by the Owner.

Provide a certification of prompt payment to certify that all subcontractors and suppliers were paid from the previous month's payments and retainage was released for those whose work is complete. Submit the certification in the manner prescribed by the Owner each month and the month following the month when final acceptance occurred.

The inspection and approval of a subcontractor's work does not eliminate the Contractor's responsibilities for the work as defined in Article 7L.17., "Contractor's Responsibility for Work."

10. FINAL PAYMENT

When the Contract has been completed, all work has been approved, final acceptance has been made in accordance with Article 5L.12., "Final Acceptance," and Contractor submittals have been received, the Engineer will prepare a final estimate for payment showing the total quantity of work completed and the money owed the Contractor. The final payment will reflect the entire sum due, less any sums previously paid.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

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

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

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

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

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

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

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

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

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

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

CONTRACTOR'S ASSURANCE

(Subcontracts-Federal Aid Projects)

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

Special Provision	Certification of Nondiscrimination in Employment
Special Provision	Standard Federal Equal Employment Opportunity
Form FHWA 1273	Required Contract Provisions Federal-aid Construction Contracts (Form FHWA 1273 must also be physically attached to subcontracts and all lower-tier subcontracts)
Special Provision	Nondiscrimination (Include provisions of Sections 3.1 – 3.6 in all subcontracts and agreements for materials)
Special Provision	Cargo Preference Act Requirements in Federal-Aid Contracts

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

Pursuant to Texas Government Code §809.051, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott energy companies, as defined in Government Code §809.001, and will not boycott energy companies during the term of the contract. This provision applies to a contract that:

1) is with a Contractor that is not a sole proprietorship,
2) is with a Contractor with 10 or more full-time employees, and
3) has a value of $100,000 or more.

By signing the contract, the Contractor certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. “Boycott” means taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (2) does business with a company described by (1).

Violation of this certification may result in action by the Department.

CERTIFICATION TO NOT BOYCOTT ISRAEL

Pursuant to Texas Government Code §2271.002, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott Israel, as defined in Government Code §808.001, and will not boycott Israel during the term of the contract. This provision applies to a contract that:

1) is with a Contractor that is not a sole proprietorship,
2) is with a Contractor with 10 or more full-time employees, and
3) has a value of $100,000 or more.

By signing the contract, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this contract. “Boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Violation of this certification may result in action by the Department.

CERTIFICATION REGARDING DISCLOSURE OF PUBLIC INFORMATION

Pursuant to Subchapter J, Chapter 552, Texas Government Code, contractors executing a contract with a governmental body that results in the expenditure of at least $1 million in public funds must:

1) preserve all contracting information* as provided by the records retention requirements applicable to Texas Department of Transportation (TxDOT) for the duration of the contract,
2) on request of TxDOT, promptly provide any contracting information related to the contract that is in the custody or possession of the entity, and
3) on completion of the contract, either:
    a. provide, at no cost to TxDOT, all contracting information related to the contract that is in the custody or possession of the entity, or
    b. preserve the contracting information related to the contract as provided by the records retention requirements applicable to TxDOT

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By entering into Contract, the Contractor agrees to:

- provide, or make available, to TxDOT and any authorized governmental investigating or auditing agency all records, including electronic and payment records related to the contract, for the same period provided by the records retention schedule applicable to TxDOT, and
- ensure that all subcontracts include a clause requiring the same.

* As defined in Government Code §552.003, "Contracting information" means the following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor:

1) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body;
2) solicitation or bid documents relating to a contract with a governmental body;
3) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract;
4) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and
5) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.

CERTIFICATION TO NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS

Pursuant to Texas Government Code §2274.002, the Department must include a provision requiring a written verification affirming that the Contractor:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Government Code §2274.001, and
2) will not discriminate against a firearm entity or firearm trade association during the term of the contract.

This provision applies to a contract that:

1) is with a Contractor that is not a sole proprietorship,
2) is with a Contractor with 10 or more full-time employees, and
3) has a value of $100,000 or more.

By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include: (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

Violation of this certification may result in action by the Department.

Texas Department of Transportation

Wages by Classification for Proposal

The wage rates listed herein are those predetermined by the Secretary of Labor and State Statute and listed in the United States Department of Labor's (USDOL) General Decisions dated 01-02-2026 and are the minimum wages to be paid accordingly for each specified classification. To determine the applicable wage rate zone, a list entitled "TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES" is provided in the contract. Any wage rate that is not listed in the USDOL's general decision, must be requested by the contractor through the completion of an Additional Classification and Wage Rate Request and be submitted for approval. A blank cell indicates that the classification and wage rate are not listed on the USDOL's general decision and therefore must be requested by the contractor through the completion of an Additional Classification and Wage Rate Request. IMPORTANT NOTICE FOR STATE PROJECTS: only the controlling wage rate zone applies to the contract. Effective 01-02-2026.

Table 1 - Wage Rates.

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX46 *(TX20250046)	ZONE TX51 *(TX20250051)	ZONE TX55 *(TX20250055)	ZONE TX291 *(TX20250291)	ZONE TX292 *(TX20250292)	ZONE TX293 *(TX20250293)	ZONE TX294 *(TX20250294)	ZONE TX295 *(TX20250295)	ZONE TX296 *(TX20250296)	ZONE TX297 *(TX20250297)	ZONE TX298 *(TX20250298)	ZONE TX299 *(TX20250299)	ZONE TX300 *(TX20250300)
1106	Asphalt Raker	$18.97	$15.02	$18.76	$19.40	$18.20	$16.28	$19.87	$19.53	$17.40	$15.22	$19.58	$20.41	$19.02
1124	Concrete Finisher, Paving and Structures	$20.92	$19.13	$21.11	$20.61	$18.72	$17.99	$22.48	$20.66	$21.16	$18.15	$20.77	$20.79	$20.04
1139	Electrician	$23.70			$30.54		$25.73	$36.10	$32.38				$31.46	
1143	Telecommunication Technician							$23.14						
1145	Traffic Signal/Light Pole Worker	$25.43			$21.99									
1150	Flagger	$13.50	$14.56	$15.30	$15.52	$15.00		$14.80	$13.99	$14.59	$15.81	$14.82	$16.63	$15.16
1151	Form Builder/Setter, Structures	$21.78	$18.59	$19.31	$20.63	$20.18	$19.37	$22.50	$20.05	$19.82	$18.26	$22.09	$19.93	$19.89
1160	Form Setter, Paving & Curb	$20.39	$17.31	$18.50	$19.18			$20.89	$18.25	$18.16	$17.56	$19.44	$19.32	$20.25
1172	Laborer, Common	$17.76	$14.88	$16.80	$17.52	$17.12	$15.16	$18.01	$16.72	$16.63	$15.22	$18.10	$17.12	$16.69
1175	Laborer, Utility	$18.51	$16.79	$17.91	$19.05	$17.46	$16.73	$19.32	$18.80	$18.42	$16.75	$18.10	$19.11	$18.40
1187	Mechanic	$27.08	$23.80	$25.11	$26.15	$28.00	$23.84	$27.44	$24.13	$25.51	$22.98	$25.47	$23.38	$23.35
1194	Servicer	$21.29	$20.03		$23.75	$21.51	$17.87	$24.86	$20.94		$19.11	$21.31	$20.33	$20.75
1196	Painter, Structures				$23.76					$27.93			$26.40	
1202	Piledriver												$21.48	
1205	Pipelayer	$17.76	$15.48		$19.23		$17.11	$22.46	$19.97	$19.40	$15.22	$18.10	$20.03	$17.56
1300	Asphalt Distributor Operator	$22.68	$19.62	$23.09	$24.07	$23.76	$21.93	$24.40	$22.69	$23.20	$24.54	$23.46	$23.26	$23.99
1303	Asphalt Paving Machine Operator	$20.34	$15.99	$20.95	$22.12	$22.45	$19.02	$22.52	$21.26	$19.14	$17.58	$21.32	$22.67	$20.70
1305	Broom or Sweeper Operator	$17.76	$15.22	$17.75	$18.09	$17.12		$18.01	$17.58	$16.63	$16.92	$18.10	$17.63	$17.30
1306	Crawler Tractor Operator	$20.95	$20.27	$20.00	$20.92				$19.82	$23.23		$22.51	$20.33	$20.83
1315	Concrete Paving, Curing, Float, Texturing Machine Operator								$23.12				$22.62	
1318	Concrete Pavement Finishing Machine Operator	$20.00		$24.85	$22.81			$24.07	$23.11				$22.18	
1329	Joint Sealer						$15.16							
1333	Concrete Saw Operator	$25.25		$20.69	$25.97			$20.34	$25.50				$21.57	$22.93
1341	Small Slipform Machine Operator							$25.09						
1342	Crane Operator, Lattice Boom 80 Tons or Less	$24.25	$29.80	$25.57	$26.47			$29.90	$24.33			$24.40	$25.74	$26.15
1343	Crane Operator, Lattice Boom Over 80 Tons				$28.87			$33.55	$23.75	$34.20			$23.85	$31.28
1344	Crane Operator, Hydraulic 80 Tons or less				$29.24		$23.37	$31.32	$27.22	$27.88	$28.75	$27.09	$24.75	$23.89
1345	Crane Operator, Hydraulic Over 80 Tons									$30.25				$31.44
1346	Loader/Backhoe Operator	$20.99	$16.37	$20.20	$20.32	$18.00	$17.92	$23.22	$20.42	$19.01	$16.93	$21.03	$21.37	$19.94
1347	Excavator Operator, 50,000 pounds or less	$25.59	$18.99		$22.93	$22.91	$19.70	$25.08	$21.05	$19.69	$21.86	$24.67	$21.53	$22.25
1348	Excavator Operator, Over 50,000 pounds		$19.29	$20.36	$22.90			$25.34	$22.80	$22.05	$25.35		$22.24	$22.47
1360	Foundation Drill Operator, Crawler Mounted							$29.25					$22.25	
1363	Foundation Drill Operator, Truck Mounted				$24.28			$29.86	$25.95		$27.81	$32.17	$26.04	$24.05
1369	Front End Loader Operator, 3 CY or Less	$19.42	$15.59	$18.40	$20.33	$18.28	$17.42	$20.93	$18.58	$18.80	$17.47	$19.06	$19.72	$19.34
1372	Front End Loader Operator,Over 3 CY	$19.52	$16.41	$17.25	$20.20	$19.83	$18.26	$22.56	$19.55	$18.71	$18.12	$20.11	$20.34	$20.00
1380	Milling Machine Operator	$20.98	$18.47	$19.48	$21.73	$18.49	$23.02	$20.94	$19.99	$22.53	$19.21	$20.37	$21.65	$19.88
1384	Reclaimer/Pulverizer Operator	$21.17			$19.05	$23.25		$22.17	$18.15	$18.83				$19.67
1390	Motor Grader Operator, Fine Grade	$27.00	$21.55	$23.01	$26.56	$26.38	$20.04	$27.09	$24.43	$26.88	$22.98	$26.74	$23.91	$24.96
1393	Motor Grader Operator, Rough	$23.50	$18.78	$19.00	$22.95	$23.69		$24.90	$21.43	$23.06	$19.60	$23.08	$21.20	$21.04
1396	Pavement Marking MachineOperator	$20.62		$16.80	$22.00	$18.99		$22.35	$22.96		$19.26	$23.48	$17.12	$17.50
1402	Roller Operator, Asphalt	$17.76	$14.88	$18.35	$20.24	$17.12		$20.35	$18.34	$17.27	$16.83	$18.76	$19.79	$18.13
1405	Roller Operator, Other	$17.76	$14.88	$16.80	$17.52	$17.12		$18.60	$17.09	$16.90	$15.38	$18.10	$18.93	$16.94
1411	Scraper Operator	$20.00	$14.88		$17.52		$18.33	$21.54	$17.71		$15.33	$19.49		$17.21
1413	Off Road Hauler				$17.52			$23.70	$16.90			$18.10	$17.12	
1428	Agricultural Tractor Operator				$19.14				$19.97			$23.21		
1445	Directional Drilling Operator				$25.19									
1446	Directional Drilling Locator				$21.39		$16.50							
1500	Reinforcing Steel Worker	$22.94	$19.62	$24.99	$22.46		$20.57	$23.50	$22.24	$22.76	$20.91	$25.70	$22.34	$23.47
1509	Structural Steel Worker												$22.64	
1513	Sign Erector				$17.52			$18.01						

CLASS. #	CLASSIFICATION DESCRIPTION	ZONE TX46 *(TX20250046)	ZONE TX51 *(TX20250051)	ZONE TX55 *(TX20250055)	ZONE TX291 *(TX20250291)	ZONE TX292 *(TX20250292)	ZONE TX293 *(TX20250293)	ZONE TX294 *(TX20250294)	ZONE TX295 *(TX20250295)	ZONE TX296 *(TX20250296)	ZONE TX297 *(TX20250297)	ZONE TX298 *(TX20250298)	ZONE TX299 *(TX20250299)	ZONE TX300 *(TX20250300)
1515	Spreader Box Operator	$18.50		$19.28	$19.31			$23.59	$18.52	$20.63	$23.00	$18.31	$17.84	$19.96
1520	Work Zone Barricade Servicer	$17.76	$15.81	$16.80	$17.75	$17.12		$18.01	$16.89	$17.52	$16.49	$18.10	$17.37	$17.66
1600	Truck Driver, Single Axle	$21.59	$17.93	$19.19	$19.70	$18.24	$15.16	$20.60	$19.22	$17.99	$19.02	$22.02	$21.93	$19.20
1606	Truck Driver, Single or Tandem Axle Dump Truck	$20.87	$18.50	$21.94	$20.91	$21.14	$16.58	$22.64	$20.30	$20.30	$18.63	$21.04	$18.60	$19.19
1607	Truck Driver, Tandem Axle Tractor with Semi-Trailer	$21.52	$19.81	$20.66	$21.71	$21.97		$23.22	$20.32	$22.08	$23.00	$21.91	$20.17	$19.52
1609	Truck Driver Lowboy-Float	$23.01	$27.10	$23.18	$25.96			$25.57	$23.97	$22.90	$25.75	$23.22	$25.94	$22.60
1612	Truck Driver Transit-Mix		$18.00					$21.97						
1615	Boom Truck Operator				$27.82									
1706	Welder		$21.35		$23.38		$17.34	$23.72				$22.00	$20.97	

Notes:
*Represents the USDOL wage decision.
Any worker employed on this project shall be paid at the rate of one and one half (1-1/2) times the regular rate for every hour worked in excess of forty (40) hours per week.

For reference, the titles and descriptions for the classifications listed here are detailed further in the Associated General Contractors (AGC) of Texas' Standard Job Classifications and Descriptions for Highway, Heavy, Utilities, and Industrial Construction in Texas posted on the AGC's Web site for any contractor.

Texas Counties Identified By
Wage Rate Zones: 46, 51, 55, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300

Table 2 - Counties by Zone.

County Name	Zone	County Name	Zone	County Name	Zone	County Name	Zone
Anderson	295	Donley	298	Karnes	300	Reagan	298
Andrews	298	Duval	297	Kaufman	294	Real	298
Angelina	295	Eastland	298	Kendall	291	Red River	295
Aransas	296	Ector	46	Kenedy	297	Reeves	292
Archer	46	Edwards	292	Kent	298	Refugio	300
Armstrong	46	El Paso	293	Kerr	300	Roberts	298
Atascosa	291	Ellis	294	Kimble	298	Robertson	291
Austin	299	Erath	295	King	298	Rockwall	294
Bailey	298	Falls	295	Kinney	292	Runnels	298
Bandera	291	Fannin	295	Kleberg	300	Rusk	55
Bastrop	291	Fayette	300	Knox	298	Sabine	295
Baylor	298	Fisher	298	Lamar	295	San Augustine	295
Bee	300	Floyd	298	Lamb	298	San Jacinto	299
Bell	291	Foard	298	Lampasas	291	San Patricio	296
Bexar	291	Fort Bend	299	LaSalle	297	San Saba	298
Blanco	300	Franklin	295	Lavaca	300	Schleicher	298
Borden	298	Freestone	295	Lee	300	Scurry	298
Bosque	295	Frio	297	Leon	295	Shackelford	298
Bowie	55	Gaines	298	Liberty	299	Shelby	295
Brazoria	299	Galveston	299	Limestone	295	Sherman	298
Brazos	291	Garza	298	Lipscomb	298	Smith	55
Brewster	292	Gillespie	300	Live Oak	300	Somervell	295
Briscoe	298	Glasscock	298	Llano	300	Starr	297
Brooks	297	Goliad	296	Loving	298	Stephens	298
Brown	298	Gonzales	300	Lubbock	46	Sterling	298
Burleson	291	Gray	298	Lynn	298	Stonewall	298
Burnet	300	Grayson	294	Madison	295	Sutton	292
Caldwell	291	Gregg	55	Marion	295	Swisher	298
Calhoun	296	Grimes	295	Martin	298	Tarrant	294
Callahan	46	Guadalupe	291	Mason	300	Taylor	46
Cameron	51	Hale	298	Matagorda	300	Terrell	292
Camp	295	Hall	298	Maverick	297	Terry	298
Carson	46	Hamilton	295	McCulloch	298	Throckmorton	298
Cass	295	Hansford	298	McLennan	291	Titus	295
Castro	298	Hardeman	298	McMullen	297	Tom Green	46
Chambers	299	Hardin	299	Medina	291	Travis	291
Cherokee	295	Harris	299	Menard	298	Trinity	295
Childress	298	Harrison	55	Midland	46	Tyler	295
Clay	46	Hartley	298	Milam	295	Upshur	55
Cochran	298	Haskell	298	Mills	298	Upton	298
Coke	298	Hays	291	Mitchell	298	Uvalde	297
Coleman	298	Hemphill	298	Montague	298	Val Verde	292
Collin	294	Henderson	295	Montgomery	299	Van Zandt	295
Collingsworth	298	Hidalgo	51	Moore	298	Victoria	296
Colorado	300	Hill	295	Morris	295	Walker	295
Comal	291	Hockley	298	Motley	298	Waller	299
Comanche	298	Hood	295	Nacogdoches	295	Ward	298
Concho	298	Hopkins	295	Navarro	295	Washington	295
Cooke	298	Houston	295	Newton	295	Webb	51
Coryell	291	Howard	298	Nolan	298	Wharton	300
Cottle	298	Hudspeth	292	Nueces	296	Wheeler	298
Crane	298	Hunt	294	Ochiltree	298	Wichita	46
Crockett	292	Hutchinson	298	Oldham	298	Wilbarger	298
Crosby	46	Irion	46	Orange	299	Willacy	297
Culberson	292	Jack	295	Palo Pinto	295	Williamson	291
Dallam	298	Jackson	300	Panola	295	Wilson	291
Dallas	294	Jasper	295	Parker	294	Winkler	298
Dawson	298	Jeff Davis	292	Parmer	298	Wise	294
Deaf Smith	298	Jefferson	299	Pecos	292	Wood	295
Delta	294	Jim Hogg	297	Polk	295	Yoakum	298
Denton	294	Jim Wells	300	Potter	46	Young	298
DeWitt	300	Johnson	294	Presidio	292	Zapata	297
Dickens	298	Jones	46	Rains	295	Zavala	297
Dimmit	297			Randall	46		

CHILD SUPPORT STATEMENT

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

Prohibition on Certain Telecommunications Equipment or Services

The Federal Register Notice issued the Final Rule and states that the amendment to 2 CFR 200.216 is effective on August 13, 2020. The new 2 CFR 200.471 regulation provides clarity that the telecommunications and video surveillance costs associated with 2 CFR 200.216 are unallowable for services and equipment from these specific providers. OMB's Federal Register Notice includes the new 2 CFR 200.216 and 2 CFR 200.471 regulations.

Per the Federal Law referenced above, use of services, systems, or services or systems that contain components produced by any of the following manufacturers is strictly prohibited for use on this project. Therefore, for any telecommunications, CCTV, or video surveillance equipment, services or systems cannot be manufactured by, or have components manufactured by:

- Huawei Technologies Company,
- ZTE Corporation (any subsidiary and affiliate of such entities),
- Hyatera Communications Corporation,
- Hangzhou Hikvision Digital Technology Company,
- Dahua Technology Company (any subsidiary and affiliate of such entities).

Violation of this requirement will require replacement of the equipment at the contractor's expense.

Special Provision to Item 000
Nondiscrimination

1. DESCRIPTION

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

The Owner, as a recipient of federal financial assistance, and under Title VI and related statutes, ensures that no person will on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment in accordance with 42 USC 2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any of Owner's programs or activities.

2. DEFINITION OF TERMS

Where the term "Contractor" appears in the following six nondiscrimination clauses, the term "Contractor" is understood to include all parties to Contracts or agreements with the Owner.

3. NONDISCRIMINATION PROVISIONS

During the performance of this Contract, the Contractor agrees as follows.

3.1. **Compliance with Regulations**. The Contractor must comply with the Regulations pertinent to nondiscrimination in federally assisted programs of the United States Department of Transportation 49 CFR 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

3.2. **Nondiscrimination**. The Contractor, regarding the work performed during the Contract, must not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor must not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

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

3.4. **Information and Reports**. The Contractor must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Recipient or the Owner to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor must so certify to the Owner, or the Texas Department of Transportation as appropriate, and must set forth what efforts it has made to obtain the information.

3.5. **Sanctions for Noncompliance**. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Owner must impose such Contract sanctions as it or the Owner may

determine to be appropriate, including, but not limited to actions defined in Article 5.1., "Authority of Engineer."

3.6. **Incorporation of Provisions**. The Contractor must include the provisions of Sections 3.1–3.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor must take such action with respect to any subcontract or procurement as the Owner may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Owner to enter into such litigation to protect the interests of the Owner, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Special Provision to Item 000
Certification of Nondiscrimination in Employment

1. GENERAL

By signing this proposal, the Bidder certifies that it has participated in a previous Contract or subcontract subject to the equal opportunity clause, as required by Executive Order (EO) 10925, 11114, or 11246, or if it has not participated in a previous Contract of this type, or if it has had previous Contracts or subcontracts and has not filed, it will file with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity (EEO), all reports due under the applicable filing requirements.

Note—The above certification is required by the EEO Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)], and must be submitted by Bidders and proposed subcontractors only in connection with Contracts and subcontracts that are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only Contracts or subcontracts of $10,000 or less are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the EOs or their implementing regulations.

Proposed prime Contractors and subcontractors that have participated in a previous Contract or subcontract subject to the EO and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of Contracts and subcontracts unless such Contractor submits a report covering the delinquent period or such other period specified by FHWA or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Special Provision 000

Cargo Preference Act Requirements in Federal Aid Contracts

1. DESCRIPTION

All recipients of federal financial assistance are required to comply with the U.S. Department of Transportation's Cargo Preference Act requirements, 46 CFR 381, "Use of United States-Flag Vessels."

This requirement applies to material or equipment that is acquired specifically for a federal-aid highway project. It is not applicable to goods or materials that come into inventories independent of an FHWA-funded Contract.

When oceanic shipments are necessary for materials or equipment acquired for a specific federal-aid construction project, the Contractor agrees to:

- use privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels;

- furnish a legible copy of a rated, onboard commercial ocean bill of lading in English for each shipment of cargo described in Paragraph (b)(1) of 46 CFR 381, Section 7, "Federal Grant, Guaranty, Loan and Advance of Funds Agreements," within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, to both the Engineer (through the prime Contractor in the case of subcontractor bills of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and

- insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

Special Provision to Item 000
Schedule of Liquidated Damages

The dollar amount of daily contract administration Liquidated Damages per Working Day is 1,100.00

In addition to the amount shown above, the Liquidated Damages will be increased by the amount shown in Item 8 of the General Notes for Road User Cost (RUC), when applicable.

Special Provision to Item 2L
Instructions to Bidders

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

Article 7., "Nonresponsive Bid," is voided and replaced by the following.

The Owner will not accept a nonresponsive bid. A bid that has one or more of the deficiencies listed below is considered nonresponsive:

- the bid was not in the hands of the Letting Official at the time and location specified in the advertisement,
- a proposal form was submitted for the same project by a Bidder or Bidders and one or more of its partners or affiliates
- the Bidder was not authorized to receive a proposal form under Article 2.3., "Issuing Proposal Forms,"
- the Bidder failed to acknowledge receipt of all addenda issued,
- the proposal form was signed by a person who was not authorized to bind the Bidder or Bidders,
- the proposal guaranty did not comply with the requirements contained in this Item,
- the bid was in a form other than the official proposal form issued by the Owner,
- the Bidder modified the bid in a manner that altered the conditions or requirements for work as stated in the proposal form,
- the Bidder bid more than the maximum or less than the minimum number of allowable working days shown on the plans when working days was an item,
- a typed proposal form does not contain the information in the format shown on the "Example of Bid Prices Submitted by Computer Printout" on the proposal form,
- the Bidder did not meet the requirements of the technical qualification,
- the Bidder failed to participate in the DHS E-Verify system as specified in Article 2.15., "Department of Homeland Security (DHS) E-Verify System," or
- the apparent low bid is mathematically and materially unbalanced.
- The bidder is not prequalified by TxDOT

Special Provision to Item 3L
Award and Execution of Contract

Item 3L, "Award and Execution of Contract," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 1.2., "Rejection," is voided and replaced by the following.

1.2. **Rejection**. The Owner will reject the Contract if:

- collusion may have existed among the Bidders. Collusion participants will not be allowed to bid future proposals for the same Contract,
- the lowest bid is higher than the Owner's estimate, and re-advertising for bids may result in a lower bid,
- the low bid contains a bid error that satisfies the requirements and criteria in Article 2.12., "Consideration of Bid Errors," or
- rejection of the Contract is in the best interest of the Owner.

Special Provision to Item 6L
Control of Materials

Item 6L, "Control of Materials" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 1.1. "Buy America," and Section 1.2., "Buy America Exceptions," are voided and replaced by the following.

1.1. **Buy America**. Comply with the latest provisions of Build America, Buy America Act (BABA Act) and applicable CFR, which restrict funds being made available from Federal financial assistance programs unless all the iron products, steel products, manufactured products, and construction materials used in the project are manufactured in the United States. Use iron or steel products, manufactured products, or construction materials manufactured in the United States for all permanently installed materials and products except when defined in Section 1.1.5., "Buy America Exceptions."

A material is solely classified based on its status at the time it is brought to the work site as either an iron or steel product, construction material, manufactured product, or excluded material. Refer to the Buy America Material Classification Sheet found at https://www.txdot.gov/business/resources/materials/buy-america/buy-america-material-classification-sheet.html for additional clarification on material classification.

Texas Department of Transportation's MPLs include Gold Star listings for certain manufacturers, construction materials, or products. Gold Star items are manufacturers, materials, or products that have submitted a Buy America certification (as listed on an MPL) to be in compliance with the Buy America requirements. For items identified as a Gold Star manufacturer, material, or product; the only Material Sourcing documentation as stated in Table 1 BABA Submissions is required.

Table1
BABA Submission Requirements

Classification	Form 1818 [2 & 3] (notarized original Form D-9 USA-1)	Material Sourcing Documentation [4]	Form 2806 [5 & 6]	De Minimis Tracking Log [7]
Iron or Steel Products	✓	✓		✓
Construction Material		✓	✓	✓
Manufactured Product [1]		✓	✓	✓

1. For ITS enclosures and precast concrete products as stated under Manufactured Products, submission requirements for Iron and Steel Products and Manufactured Products apply. Reinforcing Steel or items covered by TxDOT's Gold Star Program do not require a Form 1818 submission.
2. For miscellaneous steel exceptions may be allowed to submit a notarized certification letter in lieu of submitting Form 1818, as approved by the Owner. There are no exceptions for iron or steel products required to be furnished in accordance with item 441, "Steel Structures", or requested otherwise. Items covered by TxDOT's Gold Star Program do not require a Form 1818.
3. Item 450 aluminum metal railing and Item 610 aluminum roadway illumination poles, will require Form 1818 to be submitted when requested by the Owner.
4. For materials that are BABA compliant and are on TxDOT's Material Producer List (MPL). Material Sourcing Documentation is documentation, along with any necessary attachments, that connects the Material's source to project. Provide additional documentation at the request of the Owner.
5. Form 2806 is required to be submitted for products and materials to certify BABA compliance when an MPL does not exist for the corresponding material.
6. Form 2806 is required for materials that are not listed as BABA compliant on the associated MPL.
7. De Minimis Tracking Log is required for materials that are not BABA compliant and must be submitted in advance when de minimis waiver is being pursued. De Minimis Tracking Log must track non-compliant iron or steel products separately from non-compliant construction materials and manufactured products. Contact the Owner when either thresholds in 6.1.1.5, "Buy America Exceptions" is reached. Non-compliant items above the de minimis threshold will require removal and replacement with BABA compliant item, or not paid for as determined by the Engineer.

1.1.1. **Materials Excluded from Buy America.** Excluded Materials mean cement and cementitious material; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Excluded Materials do not require domestic sourcing or Buy America certification.

Materials combined as an unsettled mixture delivered to a work site without final form, for incorporation into a project, such as hot mix asphalt, or wet concrete mixtures, are not a manufactured product and are considered excluded from Buy America.

1.1.2. **Iron or Steel Product**. Iron or steel products means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

Predominantly of iron or steel or a combination of both means the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

For iron or steel products, manufacturing includes any process that modifies the chemical content, physical shape or size, or final finish of a product. The manufacturing process begins with initial melting and mixing and continues through fabrication (e.g., cutting, drilling, welding, bending.) and coating (e.g., paint, galvanizing, epoxy).

1.1.3. **Construction Materials**. Construction materials are classified as articles, materials, or supplies that consist of only one of the items listed in bullets below. Minor additions of articles, materials, supplies, or binding agents (as determined by the plans or the Engineer) to any of the items listed does not change the classification of a construction material.

- non-ferrous metals,
- plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables),
- glass (including optic glass),
- fiber optic cable (including drop cable),
- optical fiber,
- lumber,
- engineered wood, or
- drywall.

Each construction material has specific certification requirements stated below which constitute Buy America Compliance. Provide additional documentation as requested.

For non-ferrous metals, certification requires all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

For plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables), certification requires all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

For glass (including optic glass), certification requires all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

For fiber optic cable (including drop cable), certification requires all manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

For optical fiber, certification requires all manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

For lumber, certification requires all manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

For engineered wood, certification requires all manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

For drywall, certification requires all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

1.1.4. **Manufactured Product** means articles, materials, or supplies that have been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. Manufactured products may include components that are iron or steel products, excluded materials, or construction materials. Any product classified as an iron or steel product, excluded material, or construction material is not a manufactured product. In addition, mixtures of excluded materials, such as asphalt or concrete mixtures, delivered to a work site without final form for incorporation into a project are not a manufactured product and are considered excluded.

Manufactured products are required to be Manufactured in the United States. For manufactured products, submit per submission table above.

Manufactured in the United States (for Manufactured Products) means the final assembly occurred in the United States of America.

Precast Concrete products classified as a manufactured product (not predominantly of iron and steel) are to be Manufactured in the United States and require iron or steel components to comply with manufacturing requirements for Iron or Steel Products stated in Section 6.1.1.2.

Intelligent Transportation Systems and other electronic hardware systems classified as a manufactured product are to be Manufactured in the United States and must require iron or steel cabinets or other enclosures of such systems to comply with manufacturing requirements for Iron or Steel Products stated in Section 6.1.1.2

Component means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into a manufactured product or where applicable, an iron or steel product.

1.1.5. **Buy America Exceptions**. Use of iron or steel products, construction materials, and manufactured products manufactured in the United States is required unless the material meets an exception below.

- A waiver exists exempting the material from Buy America compliance.
- The total value of the non-compliant products (other than iron or steel products) is no more than the lesser of $1,000,000 or 5% of Total Applicable Costs for the project. Total Applicable Cost means the actual cost of all materials requiring Buy America compliance including iron, steel, or other materials that are within the scope of existing waivers. Contractor must provide documentation showing under threshold in advance for Engineer's consideration.
- The total value of foreign iron or steel products, including delivery, does not exceed 0.1% of the total Contract cost or $2,500, whichever is greater. The Contractor must provide documentation showing under threshold in advance for the Engineer's consideration.
- Foreign iron or steel products may be allowed when the Contract contains an alternate item for a foreign source iron or steel product and the Contract is awarded based on the alternate item.
- The materials are temporarily installed or are supplies, tools, and equipment not incorporated into the project. Temporarily installed means the materials and products must be removed at the end of the project or may be removed at the Contractor's convenience with the Engineer's approval.

Special Provision to Item 506

Temporary Erosion, Sedimentation, and Environmental Controls

For this project, item 506, "Temporary Erosion, Sedimentation, and Environmental Controls," of the standard specifications, is hereby voided and replaced with the following.

1. DESCRIPTION

Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SWP3) in the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000.

2. MATERIALS

Furnish materials in accordance with the following:

- Item 161, "Compost"
- Item 432, "Riprap"
- Item 556, "Pipe Underdrains"

2.1. **Rock Filter Dams**.

2.1.1. **Aggregate**. Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Owner. Provide the following:

- Types 1, 2, and 4 Rock Filter Dams. Use 3 to 6 in. aggregate.
- Type 3 Rock Filter Dams. Use 4 to 8 in. aggregate.

2.1.2. **Wire**. Provide minimum 20 gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and 3 rock filter dams. Type 4 dams require:

- a double-twisted, hexagonal weave with a nominal mesh opening of 2-1/2 in. × 3-1/4 in.;
- minimum 0.0866 in. steel wire for netting;
- minimum 0.1063 in. steel wire for selvages and corners; and
- minimum 0.0866 in. for binding or tie wire.

2.1.3. **Sandbag Material**. Furnish sandbags meeting Section 506.2.8., "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

2.2. **Temporary Pipe Slope Drains**. Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432, "Riprap."

2.3. **Temporary Paved Flumes**. Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of 6 in. and a maximum volume of 1/2 cu. ft. for the construction of energy dissipaters.

2.4. **Construction Exits**. Provide materials that meet the details shown on the plans and this Section.

2.4.1. **Rock Construction Exit**. Provide crushed aggregate for long- and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials, and organic and injurious matter. Use 4- to 8-in. aggregate for Type 1. Use 2- to 4-in. aggregate for Type 3.

2.4.2. **Timber Construction Exit**. Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least 1/2 in. diameter, unless otherwise shown on the plans or allowed. Provide plywood or pressed wafer board at least 1/2 in. thick for short-term exits.

2.4.3. **Foundation Course**. Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

2.5. **Embankment for Erosion Control**. Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

2.6. **Pipe**. Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

2.7. **Construction Perimeter Fence**.

2.7.1. **Posts**. Provide essentially straight wood or steel posts that are at least 60 in. long. Furnish soft wood posts with a minimum diameter of 3 in., or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/5 in. Furnish T- or L-shaped steel posts with a minimum weight of 0.5 lb. per foot.

2.7.2. **Fence**. Provide orange construction fencing as approved.

2.7.3. **Fence Wire**. Provide 11 gauge or larger galvanized smooth or twisted wire. Provide 16 gauge or larger tie wire.

2.7.4. **Flagging**. Provide brightly-colored flagging that is fade-resistant and at least 3/4 in. wide to provide maximum visibility both day and night.

2.7.5. **Staples**. Provide staples with a crown at least 1/2 in. wide and legs at least 1/2 in. long.

2.7.6. **Used Materials**. Previously used materials meeting the applicable requirements may be used if approved.

2.8. **Sandbags**. Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of 4 oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be 24 to 30 in. long, 16 to 18 in. wide, and 6 to 8 in. thick.

Table 1
Sand Gradation

Sieve #	Retained (% by Weight)
4	Maximum 3%
100	Minimum 80%
200	Minimum 95%

Aggregate may be used instead of sand for situations where sandbags are not adjacent to traffic. The aggregate size shall not exceed 3/8 in.

2.9. **Temporary Sediment Control Fence**. Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

2.9.1. **Fabric**. Provide fabric materials in accordance with DMS-6230, "Temporary Sediment Control Fence Fabric."

2.9.2. **Posts**. Provide essentially straight wood or steel posts with a minimum length of 48 in., unless otherwise shown on the plans. Furnish soft wood posts at least 3 in. in diameter, or use nominal 2 × 4 in. boards. Furnish hardwood posts with a minimum cross-section of 1-1/2 × 1-1/2 in. Furnish T- or L-shaped steel posts with a minimum weight of 1.3 lb. per foot.

2.9.3. **Net Reinforcement**. Provide net reinforcement of at least 12-1/2 gauge galvanized welded wire mesh, with a maximum opening size of 2 × 4 in., at least 24 in. wide, unless otherwise shown on the plans.

2.9.4. **Staples**. Provide staples with a crown at least 3/4 in. wide and legs 1/2 in. long.

2.9.5. **Used Materials**. Use recycled material meeting the applicable requirements if approved.

2.10. **Biodegradable Erosion Control Logs**.

2.10.1. **Core Material**. Furnish core material that is biodegradable or recyclable. Use compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material unless specifically called out on the plans. Permit no more than 5% of the material to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."

2.10.2. **Containment Mesh**. Furnish containment mesh that is 100% biodegradable, photodegradable, or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.

Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.

Furnish recyclable containment mesh for temporary installations.

2.10.3. **Size**. Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

3. CONSTRUCTION

3.1. **Contractor Responsibilities**. Implement the Owner's Storm Water Pollution Prevention Plan (SWP3) for the project in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed by the Owner. Develop and implement an SWP3 for project-specific material supply plants within and outside of the Owner's right of way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

3.2. **General.**

3.2.1. **Phasing**. Implement control measures in the area to be disturbed before beginning construction, or as directed. Limit the disturbance to the area shown on the plans or as directed. If, in the opinion of the Owner, the Contractor cannot control soil erosion and sedimentation resulting from construction operations, the Owner will limit the disturbed area to that which the Contractor is able to control. Minimize disturbance to vegetation.

3.2.2. **Maintenance**. Immediately correct ineffective control measures. Implement additional controls as directed. Remove excavated material within the time requirements specified in the applicable storm water permit.

3.2.3. **Stabilization**. Stabilize disturbed areas where construction activities will be temporarily stopped in accordance with the applicable storm water permit. Establish a uniform vegetative cover. The project will not be accepted until a 70% density of existing adjacent undisturbed areas is obtained, unless otherwise shown on the plans. When shown on the plans, the Owner may accept the project when adequate controls are in place that will control erosion, sedimentation, and water pollution until sufficient vegetative cover can be established.

3.2.4. **Finished Work**. Upon acceptance of vegetative cover, remove and dispose of all temporary control measures, temporary embankments, bridges, matting, falsework, piling, debris, or other obstructions placed during construction that are not a part of the finished work, or as directed.

3.2.5. **Restricted Activities and Required Precautions**. Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on-site to prevent actual or potential water pollution. Manage, control, and dispose of litter on-site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Utilize appropriate controls to minimize the offsite transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e. dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

3.3. **Installation, Maintenance, and Removal Work**. Perform work in accordance with the SWP3, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until soil disturbing activities are completed and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Owner. . If a device ceases to function as intended, repair or replace the device or portions thereof as necessary. Remove sediment, debris, and litter. When approved, sediments may be disposed of within embankments, or in the right of way in areas where the material will not contribute to further siltation. Dispose of removed material in accordance with federal, state, and local regulations.

Remove devices upon approval or as directed. Finish-grade and dress the area upon removal. Stabilize disturbed areas in accordance with the permit, and as shown on the plans or directed. Materials removed are considered consumed by the project. Retain ownership of stockpiled material and remove it from the project when new installations or replacements are no longer required.

3.3.1. **Rock Filter Dams for Erosion Control.** Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

Place the aggregate to the lines, height, and slopes specified, without undue voids for Types 1, 2, 3, and 5. Place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties, or hog rings for Types 2 and 3, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria unless otherwise shown on the plans:

3.3.1.1. **Type 1 (Non-reinforced)**.

3.3.1.1.1. **Height**. At least 18 in. measured vertically from existing ground to top of filter dam.

3.3.1.1.2. **Top Width**. At least 2 ft.

3.3.1.1.3. **Slopes**. No steeper than 2:1.

3.3.1.2. **Type 2 (Reinforced)**.

3.3.1.2.1. **Height**. At least 18 in. measured vertically from existing ground to top of filter dam.

3.3.1.2.2. **Top Width**. At least 2 ft.

3.3.1.2.3. **Slopes**. No steeper than 2:1.

3.3.1.3. **Type 3 (Reinforced)**.

3.3.1.3.1. **Height**. At least 36 in. measured vertically from existing ground to top of filter dam.

3.3.1.3.2. **Top Width**. At least 2 ft.

3.3.1.3.3. **Slopes**. No steeper than 2:1.

3.3.1.4. **Type 4 (Sack Gabions)**. Unfold sack gabions and smooth out kinks and bends. Connect the sides by lacing in a single loop–double loop pattern on 4- to 5-in. spacing for vertical filling. Pull the end lacing rod at one end until tight, wrap around the end, and twist 4 times. Fill with stone at the filling end, pull the rod tight, cut the wire with approximately 6 in. remaining, and twist wires 4 times.

Place the sack flat in a filling trough, fill with stone, connect sides, and secure ends as described above for horizontal filling.

Lift and place without damaging the gabion. Shape sack gabions to existing contours.

3.3.1.5. **Type 5**. Provide rock filter dams as shown on the plans.

3.3.2. **Temporary Pipe Slope Drains**. Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in 8-in. lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least 1 ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of 10 ft. on center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, “Riprap,” when designated on the plans.

3.3.3. **Temporary Paved Flumes**. Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above, to a minimum depth of 9 in. at the flume outlet to the limits shown on the plans or as directed.

3.3.4. **Construction Exits**. Prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right of way areas other than at the location of construction exits when tracking conditions exist. Construct exits for either long- or short-term use.

3.3.4.1. **Long-Term**. Place the exit over a foundation course as required. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exit, or as directed.

3.3.4.1.1. **Type 1**. Construct to a depth of at least 8 in. using crushed aggregate as shown on the plans or as directed.

3.3.4.1.2. **Type 2**. Construct using railroad ties and timbers as shown on the plans or as directed.

3.3.4.2. **Short-Term**.

3.3.4.2.1. **Type 3**. Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

3.3.4.2.2. **Type 4**. Construct as shown on the plans or as directed.

3.3.5. **Earthwork for Erosion Control**. Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

3.3.5.1. **Excavation and Embankment for Erosion Control Features**. Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

Create a sediment basin, where required, providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with 10 or more disturbed acres at one time, not including offsite areas.

3.3.5.2. **Excavation of Sediment and Debris**. Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

3.3.6. **Construction Perimeter Fence**. Construct, align, and locate fencing as shown on the plans or as directed.

3.3.6.1. **Installation of Posts**. Embed posts 18 in. deep or adequately anchor in rock, with a spacing of 8 to 10 ft.

3.3.6.2. **Wire Attachment**. Attach the top wire to the posts at least 3 ft. from the ground. Attach the lower wire midway between the ground and the top wire.

3.3.6.3. **Flag Attachment**. Attach flagging to both wire strands midway between each post. Use flagging at least 18 in. long. Tie flagging to the wire using a square knot.

3.3.7. **Sandbags for Erosion Control**. Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top 6 in. of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags 1/2 the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

3.3.8. **Temporary Sediment-Control Fence**. Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

3.3.8.1. **Installation of Posts**. Embed posts at least 18 in. deep, or adequately anchor, if in rock, with a spacing of 6 to 8 ft. and install on a slight angle toward the runoff source.

3.3.8.2. **Fabric Anchoring**. Dig trenches along the uphill side of the fence to anchor 6 to 8 in. of fabric. Provide a minimum trench cross-section of 6 × 6 in. Place the fabric against the side of the trench and align approximately 2 in. of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

3.3.8.3. **Fabric and Net Reinforcement Attachment**. Attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least 4 places equally spaced unless otherwise shown on the plans. Sewn vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every 15 in. or less.

3.3.8.4. **Fabric and Net Splices**. Locate splices at a fence post with a minimum lap of 6 in. attached in at least 6 places equally spaced unless otherwise shown on the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment-control fence include the following:

- fabric with minimal or no visible signs of biodegradation (weak fibers),
- fabric without excessive patching (more than 1 patch every 15 to 20 ft.),
- posts without bends, and
- backing without holes.

3.3.9. **Biodegradable Erosion Control Logs**. Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align, and locate the biodegradable erosion control logs as specified below, as shown in plans or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and to the satisfaction of the Owner such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

3.3.10. **Vertical Tracking**. Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of 12 in. long × 2 to 4 in. wide × 1/2 to 2 in. deep. Do not exceed 12 in. between track impressions. Install continuous linear track impressions where the 12 in. length impressions are perpendicular to the slope. Vertical tracking is required on projects where soil disturbing activities have occurred unless otherwise approved.

4. MEASUREMENT

4.1. **Rock Filter Dams**. Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags, when used.

4.1.1. **Linear Measurement**. When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

4.1.2. **Volume Measurement**. When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

4.1.2.1. **Installation**. Measurement will be made in final position.

4.1.2.2. **Removal**. Measurement will be made at the point of removal.

4.2. **Temporary Pipe Slope Drains**. Temporary pipe slope drains will be measured by the foot.

4.3. **Temporary Paved Flumes**. Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

4.4. **Construction Exits**. Construction exits will be measured by the square yard of surface area.

4.5. **Earthwork for Erosion and Sediment Control**.

4.5.1. **Equipment and Labor Measurement**. Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.

4.5.2. **Volume Measurement**.

4.5.2.1. **In Place**.

4.5.2.1.1. **Excavation**. Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

4.5.2.1.2. **Embankment**. Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:

- the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
- the lines, grades and slopes of the accepted embankment for the feature.

4.5.2.2. **In Vehicles**. Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicle)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

4.6. **Construction Perimeter Fence**. Construction perimeter fence will be measured by the foot.

4.7. **Sandbags for Erosion Control**. Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

4.8. **Temporary Sediment-Control Fence**. Installation or removal of temporary sediment-control fence will be measured by the foot.

4.9. **Biodegradable Erosion Control Logs**. Installation or removal of biodegradable erosion control logs will be measured by the foot along the centerline of the top of the control logs.

4.10. **Vertical Tracking**. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

5. PAYMENT

The following will not be paid for directly but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right of way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);
- removal of litter, unless a separate pay item is shown on the plans;
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;
- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly but is subsidiary to the excavation and embankment under this Item.

5.1. **Rock Filter Dams**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

5.1.1. **Installation**. Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

5.1.2. **Removal**. Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Owner directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

5.2. **Temporary Pipe Slope Drains**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly but is subsidiary to the installation Item. When the Owner directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

5.3. **Temporary Paved Flumes**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Owner directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

5.4. **Construction Exits**. Contractor-required construction exits from off right of way locations or on-right of way PSLs will not be paid for directly but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right of way access to work areas required by the Owner will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Owner directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under "Earthwork for Erosion and Sediment Control."

5.5. **Earthwork for Erosion and Sediment Control**.

5.5.1. **Initial Earthwork for Erosion and Sediment Control**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Excavation (Erosion and Sediment Control, In Vehicle)," "Embankment (Erosion and Sediment Control, (In Vehicle)," or "Earthwork (Erosion and Sediment Control, In Vehicle)."

This price is full compensation for excavation and embankment including hauling, disposal of material not used elsewhere on the project; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

5.5.2. **Maintenance Earthwork for Erosion and Sediment Control for Cleaning and Restoring Control Measures**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid under a Contractor Force Account Item from invoice provided to the Owner.

This price is full compensation for excavation, embankment, and re-grading including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project; excavation for construction of erosion-control features; embankments including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

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

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

5.6. **Construction Perimeter Fence**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence; digging, fence posts, wire, and flagging; removal and disposal; and materials, equipment, labor, tools, and incidentals.

Removal of construction perimeter fence will be not be paid for directly but is subsidiary to the installation Item. When the Owner directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

5.7. **Sandbags for Erosion Control**. Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Owner directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

5.8. **Temporary Sediment-Control Fence**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

5.8.1. **Installation**. Installation will be paid for as "Temporary Sediment-Control Fence (Install)." This price is full compensation for furnishing and operating equipment finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

5.8.2. **Removal**. Removal will be paid for as "Temporary Sediment-Control Fence (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

5.9. **Biodegradable Erosion Control Logs**. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as follows:

5.9.1. **Installation**. Installation will be paid for as "Biodegradable Erosion Control Logs (Install)" of the size specified. This price is full compensation for furnishing and operating equipment finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.

5.9.2. **Removal**. Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

5.10. **Vertical Tracking**. Vertical tracking will not be measured or paid for directly but is considered subsidiary to this Item.

GENERAL CONDITIONS

ARTICLE 1- DEFINITIONS
Wherever used in these General Conditions or in the other CONTRACT DOCUMENTS the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

ADDENDA- Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the CONTRACT DOCUMENTS.

AGREEMENT- The written Agreement between OWNER and CONTRACTOR covering the Work to be performed; other CONTRACT DOCUMENTS are attached to the Agreement and made a part thereof as provided therein.

APPLICATION FOR PAYMENT- The form accepted by the ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the CONTRACT DOCUMENTS.

BID- The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BONDS- Bid, performance and payment bonds and other instruments of security.

CHANGE ORDER- A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revisions in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

CONTRACT DOCUMENTS- The Agreement, Addenda (which pertain to the CONTRACT DOCUMENTS), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 and 3.5 on or after the Effective Date of the Agreement.

CONTRACT PRICE- The moneys payable by OWNER to CONTRACTOR under the CONTRACT DOCUMENTS as stated in the Agreement.

CONTRACT TIME- The number of days (computed as provided in paragraph 17.2) or the date

stated in the Agreement for the completion of the Work.
CONTRACTOR- The person, firm or corporation with whom OWNER has entered into the Agreement.

DEFECTIVE- An adjective which when modifying the word Work refers to work that is unsatisfactory, faulty or deficient, or does not conform to the CONTRACT DOCUMENTS, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the CONTRACT

DOCUMENTS, or has been damaged prior to ENGINEER'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

DRAWING- The drawings which show the character and Scope of Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the CONTRACT DOCUMENTS.

EFFECTIVE DATE OF THE AGREEMENT- The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER- The person, firm or corporation named as such in the Agreement.

FIELD ORDER- A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Time.

GENERAL REQUIREMENTS- Those described in Pages TS-1 through TS-7 of the Specifications.

LAW AND REGULATIONS; LAW OR REGULATIONS- Laws, rules, regulations, ordinances, codes and/or orders.

NOTICE OF AWARD- The written notice by OWNER or ENGINEER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

NOTICE TO PROCEED- A written notice given by OWNER or ENGINEER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which the CONTRACTOR shall start to perform CONTRACTOR'S obligations under the CONTRACT DOCUMENTS.

OWNER- The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.
PARTIAL UTILIZATION- Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

PROJECT- The total construction of which the Work to be provided under the CONTRACT DOCUMENTS may be the whole, or a part as indicated elsewhere in the CONTRACT DOCUMENTS.

RESIDENT PROJECT REPRESENTATIVE- The authorized representative of ENGINEER, who is assigned to the site or any part thereof.

SHOP DRAWINGS- All drawings, diagrams, illustrations, schedules and other date which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

SPECIFICATIONS- The portions of the CONTRACT DOCUMENTS consisting of written technical description of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUB-CONTRACTOR- An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Sub-Contractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION- The Work (or a specified part thereof) which has progressed to the point where, in the opinion of ENGINEER as evidence by ENGINEER'S definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the CONTRACT DOCUMENTS, so that the Work, (or specified part) can be utilized for the purpose for which it is intended; or if there by no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

SUPPLEMENTAL GENERAL CONDITIONS- The part of the CONTRACT DOCUMENTS which amends or supplements these General Conditions.

SUPPLIER- A manufacturer, fabricator, supplier, distributor, material-man or vendor.

UNDERGROUND FACILITIES- All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing

such facilities which have been installed underground to furnish any of the following service or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

UNIT PRICE WORK- Work to be paid for on the basis of unit prices.

WORK- The entire completed construction or the various separately identifiable parts thereof required to be furnished under the CONTRACT DOCUMENTS. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the CONTRACT DOCUMENTS.

WORK DIRECTIVE CHANGE- A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraphs 4.2 and 4.3 or to emergencies under paragraph 6.22. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

WRITTEN AMENDMENT- A written amendment of the CONTRACT DOCUMENTS, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the CONTRACT DOCUMENTS.

ARTICLE 2- PRELIMINARY MATTERS DELIVERY OF BONDS:
2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as Contract may be required to furnish in accordance with paragraph 5.1.

COPIES OF DOCUMENTS:

2.2. OWNER shall furnish to CONTRACTOR up to five copies (unless otherwise specified in the Supplementary Conditions) of the CONTRACT DOCUMENTS as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:
2.3. The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Day of the Agreement. In no event will the Contract Time commence to run later than the seventy-fifth day after the day of Bid Opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

STARTING THE PROJECT:

2.4 CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

BEFORE STARTING CONSTRUCTION:

2.5 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the CONTRACT DOCUMENTS, unless CONTRACTOR has actual knowledge thereof or should reasonably have known thereof.

2.6 Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER FOR review:

2.6.1 An estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2 A preliminary schedule of Shop Drawings submissions; and

2.6.3 A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis of progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

2.7 Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to

ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.3 and 5.4.

PRE-CONSTRUCTION CONFERENCE:

2.8 Within twenty days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

FINALIZING SCHEDULES:

2.9 At least ten days before submission of the First Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefore. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE INTENT:
3.1. The CONTRACT DOCUMENTS comprise the entire Agreement between OWNER and CONTRACTOR concerning the WORK. The CONTRACT DOCUMENTS are complementary; what is called for by one is as binding as if called for by all. The CONTRACT DOCUMENTS will be construed in accordance with the law of the place of the Project.

3.2 It is the intent of the CONTRACT DOCUMENTS to describe a functionally complete Project (or part thereof) to be constructed in accordance with the CONTRACT DOCUMENTS. Any Work, materials or equipment that may reasonably be inferred from the CONTRACT DOCUMENTS as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such works shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specifications, manual or code (whether or not specifically incorporated by reference in the CONTRACT DOCUMENTS) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the CONTRACT DOCUMENTS, nor shall it be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 9.15 or 9.16. Clarifications and interpretations of the CONTRACT DOCUMENTS shall be issued by ENGINEER as provided in paragraph 9.4.

3.3 If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in

the CONTRACT DOCUMENTS, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy on the CONTRACT DOCUMENTS unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

3.4 The CONTRACT DOCUMENTS may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1. A formal Written Amendment,

3.4.2. A Change Order (Pursuant to paragraph 10.4), or

3.4.3. A Work Directive Change (Pursuant to paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or Written Amendment.

3.5. In addition, the requirements of the CONTRACT DOCUMENTS may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

3.5.1. A Field Order (Pursuant to paragraph 9.5),

3.5.2. ENGINEER'S approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or

3.5.3. ENGINEER'S written interpretation or clarification (pursuant to paragraph 9.4).

REUSE OF DOCUMENTS:

3.6 Neither CONTRACTOR nor any Sub-Contractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project of any other project without written consent of the OWNER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

AVAILABILITY OF LANDS:

4.1 OWNER shall furnish, as indicated in the CONTRACT DOCUMENTS, the lands upon which the Work is to be performed, Rights-of-Way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the CONTRACT DOCUMENTS. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, Rights-of-Way or easements entitles CONTRACTOR to an extension of the Contract Time,

CONTRACTOR may make a claim therefore as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
PHYSICAL CONDITIONS:

4.2.1. Explorations and Reports: Reference is made to the Supplementary conditions for identification of those reports of explorations and tests of sub-surface conditions at the site that have been utilized by ENGINEER in preparation of the CONTRACT DOCUMENTS. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations for opinions contained therein or for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to sub-surface conditions at the site.

4.2.2. Existing Structures: Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and sub- surface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the CONTRACT DOCUMENTS. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.
4.2.3. Report to Differing Conditions: If CONTRACTOR believes that:

4.2.3.1 Any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2. Any physical condition uncovered or revealed at the site differ materially from that indicated, reflected or referred to in the CONTRACT DOCUMENTS,

CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify OWNER and ENGINEER in writing about the inaccuracy or difference.

4.2.4. ENGINEER'S Review: ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER'S findings and conclusions.

4.2.5. Possible Document Change: If ENGINEER concludes that there is a material error in the CONTRACT DOCUMENTS or that because of newly discovered conditions a change in the CONTRACT DOCUMENTS is required, a Work directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6. Possible Price and Time Adjustments: In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extend that they are attributable to any such inaccuracy or difference.

If OWNER and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made thereof, as provided in Articles 11 and 12.

PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:

4.3.1. Shown or Indicated: The information and data shown or indicated in the CONTRACT DOCUMENTS with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the CONTRACT DOCUMENTS, for coordination of the Work with the owners of such Underground Facilities during construction, for safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2. Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the CONTRACT DOCUMENTS and which CONTRACTOR could not reasonable have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing and Work affected thereby (except in an emergency as permitted by paragraph 6.22), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the CONTRACT DOCUMENTS should be modified to reflect and document the consequences of the existence of the Underground Facility, and the CONTRACT DOCUMENTS will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the CONTRACT DOCUMENTS and which CONTRACTOR could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim thereof as provided in Articles 11 and 12.

REFERENCE POINTS:

4.4. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER'S judgement are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without written approval of OWNER.

CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BOND AND INSURANCE PERFORMANCE AND OTHER BONDS:

5.1. CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the CONTRACT DOCUMENTS. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulations or by the CONTRACT DOCUMENTS. CONTRACTOR shall also furnish such other Bond as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2 If the surety on any Bond furnished CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to OWNER.

CONTRACTOR'S LIABILITY INSURANCE:

5.3. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result form CONTRACTOR'S performance and furnishing of the Work and CONTRACTOR'S other obligations under the CONTRACT DOCUMENTS, whether it is to be performed or furnished by CONTRACTOR, by any Sub-Contractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

5.3.1. Claims under worker's or workmen's compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR'S employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR'S employees;

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, (b) by any other person for any other reason;

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from;

5.3.6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

5.3.7. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not

less than the limits of liability and coverages provided in the Supplemental General Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior to a written notice been given to OWNER and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

CONTRACTUAL LIABILITY INSURANCE:

5.4. The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR'S obligations under paragraphs 6.30 and 6.31.

OWNER'S LIABILITY INSURANCE:

5.5. (Deleted) PROPERTY INSURANCE:
5.6. – 5.10 (Deleted)

WAIVER OF RIGHTS:
5.11.1. CONTRACTOR waives all rights against OWNER for all losses and damages caused by any of the perils covered by the policies of insurance provided under the Supplemental General Conditions and any other property insurance applicable to the Work, and also waives all such rights against the Sub-Contractors, ENGINEER, ENGINEER'S Consultants and all other parties named as insured in such policies for losses and damages so caused. As required by paragraph 6.11, each sub-contract between CONTRACTOR, and a Sub-Contractor will
contain similar waiver provisions by the Sub-Contractor in favor of OWNER, CONTRACTOR, ENGINEER, ENGINEER'S Consultants and all other parties named as insured. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

5.11.2. CONTRACTOR intends that any policies provided under the Supplemental General Conditions shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights or recovery against any of the parties named as insured or additional insured and if the insurers require separate waiver forms to be signed by ENGINEER or ENGINEER'S consultant or any Sub- Contractor, CONTRACTOR will obtain the same.

RECEIPT AND APPLICATION OF PROCEEDS:

5.12. (Delete)

5.13. (Delete)

ACCEPTANCE OF INSURANCE:

5.14. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the CONTRACT DOCUMENTS, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date or delivery of such certificates to OWNER in accordance with paragraph 2.7. CONTRACTOR shall each provide to OWNER, such additional information in respect of insurance provided by each as the OWNER may reasonably request. Failure by OWNER to give such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the CONTRACTOR as complying with the CONTRACT DOCUMENTS.

PARTIAL UTILIZATION- PROPERTY INSURANCE:

5.15 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10. The insurers of CONTRACTORS providing the property insurance shall consent to such use or occupancy by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

ARTICLE 6- CONTRACTOR'S RESPONSIBILITIES SUPERVISION AND SUPERINTENDENCE:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skill and expertise as may be necessary to perform the Work in accordance with the CONTRACT DOCUMENTS. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection or a specific means, method, technique, sequence or procedure or construction which is indicated in and required by the CONTRACT DOCUMENTS. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the CONTRACT DOCUMENTS.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

LABOR, MATERIALS AND EQUIPMENT:

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the CONTRACT DOCUMENTS. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons of the Work or property at the site or adjacent thereto, and except as otherwise indicated in the CONTRACT DOCUMENTS, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent after prior written notice to ENGINEER.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and

assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing start-up, and completion of Work.

6.5. All materials and equipment shall be of good quality and new, except, as otherwise provided in the CONTRACT DOCUMENTS. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable
Supplier, except as otherwise provided in the CONTRACT DOCUMENTS; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 6.16.

ADJUSTING PROGRESS SCHEDULE:

6.6 CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

SUBSTITUTES OR "OR-EQUAL" ITEMS:

6.7.1. Whenever materials or equipment are specified or described in the CONTRACT DOCUMENTS by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by ENGINEER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitutes for use in the Work will require a change in any of the CONTRACT DOCUMENTS (or in the provisions of any other direct contract with OWNER for Work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment or any license fee of royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including cost of redesign and claims or other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

6.7.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the CONTRACT DOCUMENTS, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the CONTRACT DOCUMENTS. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1, as applied by ENGINEER and as may be supplemented in the General Requirements.

6.7.3. ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the CONTRACT DOCUMENTS occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER'S consultants for evaluating each proposed substitute.

CONCERNING SUB-CONTRACTORS, SUPPLIERS AND OTHER:

6.8.1. CONTRACTOR shall not employ any Sub-Contractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Sub- Contractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

If the Supplementary Conditions require the identity of certain Sub-Contractors, Suppliers or other persons or organizations (including those who are to furnish the principal items or materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER'S or ENGINEER'S acceptance either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in bidding documents or the CONTRACT DOCUMENTS) of any such Sub-Contractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Sub-Contractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject
defective Work.

6.9. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Sub-Contractor's, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct and indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the CONTRACT DOCUMENT shall create

any contractual relationship between OWNER or ENGINEER and any such Sub-Contractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Sub-Contractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Sub-Contractors or Suppliers or delineating the Work to be performed by any specified trade.

6.11 All Work performed for CONTRACTOR by a Sub-Contractor will be pursuant to an appropriate agreement between CONTRACTOR and Sub-Contractor which specifically binds the Sub-Contractor to the applicable terms and conditions of the CONTRACT DOCUMENTS for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 5.11.

PATENT FEES AND ROYALTIES:

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the CONTRACT DOCUMENTS for use in the performance of the Work and if to the actual knowledge of OWNER and ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the CONTRACT DOCUMENTS. CONTRACTOR shall indemnify, hold harmless and defend at its cost, OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the CONTRACT DOCUMENTS, and shall defend all such claims in connection with any alleged infringement of such rights.

6.13. Unless otherwise provided in the Supplemental General Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR
shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are not Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

LAWS AND REGULATIONS:

6.14.1. CONTRACTOR shall give all notices and comply with all laws and Regulations applicable to furnishing and performing of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Law or Regulations.

6.14.2 If CONTRACTOR observes that the Specification of Drawings are at variance with any Laws or

Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, any necessary changes will be authorized by one of the methods indicated in paragraph 3.4.

If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to made certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

6.15. CONTRACTOR shall pay all sales, consumer use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

USE OF PREMISES:

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the CONTRACT DOCUMENTS and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by at law. CONTRACTOR shall, to the fullest extend permitted by Law and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of Engineers, Architects, Attorneys and other professional and court and arbitration costs) arising directly, indirectly or consequently out of any action, legal or equitable,
brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of work done by CONTRACTOR under the CONTRACT DOCUMENTS. It is the expressed intention of the parties hereto, both OWNER and CONTRACTOR, that the indemnity provided for in this paragraph is indemnity by CONTRACTOR to indemnify and protect OWNER from the consequences of OWNER'S own negligence, whether that negligence is the sole or a concurring cause of the injury, death or damage.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from such accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the CONTRACT DOCUMENTS.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

DOCUMENTS:

6.19. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings,

Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and Written Interpretations and Clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these Record Documents, Samples and Shop Drawings will be delivered to ENGINEER for OWNER.

SAFETY AND PROTECTION:

6.20. CONTRACTOR shall be responsible for initiation, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. All employees on the Work and other persons and organizations who may be affected thereby;

6.20.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site.

6.20.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damages, injury or loss to any property referred to in paragraphs 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, and Sub-Contractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omission of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion.

6.21. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

EMERGENCIES:

6.22. In emergencies affecting the safety or protection of persons or the Work or property at the site or

adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the CONTRACT DOCUMENTS have been caused thereby. If ENGINEER determines that a change in the CONTRACT DOCUMENTS is required because of the action taken in response to any emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

SHOP DRAWINGS AND SAMPLES:

6.23. After checking and verifying all field measurements and complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review an approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), or for other appropriate action if so indicated in the Supplementary Conditions, five copies (unless otherwise specified in General Requirements) of all Shop Drawings, which bear a stamp written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the CONTRACT DOCUMENTS with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be completed with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to enable ENGINEER to review the information as required.

6.24. CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the CONTRACT DOCUMENTS. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the CONTRACT DOCUMENTS with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1. Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the CONTRACT DOCUMENTS.

6.25.2. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the CONTRACT DOCUMENTS, and in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, ENGINEER'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the CONTRACT DOCUMENTS and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the CONTRACT DOCUMENTS) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval.

CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called by ENGINEER or previous submittals.

6.27. ENGINEER'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the CONTRACT DOCUMENTS unless CONTRACTOR has in writing called ENGINEER'S attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

CONTINUING THE WORK:

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

INDEMNIFICATION:

6.30. To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expense, direct, indirect or consequential (including but not limited to fees and charges of Engineers, Architects, Attorneys and other professional and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of OWNER, CONTRACTOR, and Sub-Contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a partly indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party. It is the expressed intention of the parties hereto, both OWNER and CONTRACTOR, that the indemnity provided for in this paragraph is indemnity by CONTRACTOR to indemnify and protect OWNER from the consequences of OWNER'S own negligence, whether that negligence is the sole or concurring cause of the injury, death or damage.

6.31. In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee or Contractor, any Sub-Contractor, and person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any Sub-Contractor or other person or organization under

workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.32. The obligations of CONTRACTOR under paragraph 6.30 shall not exceed to the liability of ENGINEER, ENGINEER'S consultants, agents or employees arising out of the preparation or approval or maps, drawings, opinions, reports, surveys, Change Orders, designs or Specifications.

ARTICLE 7-OTHER WORK RELATED WORK AT SITE:

7.1. OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts therefore which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the CONTRACT DOCUMENTS, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

7.2. CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

7.3. If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR'S failure to report will constitute and acceptance of the other work as fit and
proper for integration with CONTRACTOR'S work except for latent or non-apparent defects in the other work.

COORDINATION:

7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither OWNER nor ENGINEER shall have any authority or responsibility in respect of such coordination.

ARTICLE 8-OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment or ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the CONTRACT DOCUMENTS shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

OWNER shall furnish the data required of OWNER under the CONTRACT DOCUMENTS promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.14.

8.4. OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of sub-surface conditions at the site and existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5. (Delete)

8.6 OWNER is obliged to execute Change Orders as indicated in paragraph 10.4.

8.7. OWNER'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8. In connection with OWNER'S right to stop Work or suspend Work, see paragraph 13.10 and 15.1. Paragraph 15.2 deals with OWNER'S right to terminate services on CONTRACTOR under certain circumstances

ARTICLE 9-ENGINEER'S STATUS DURING CONSTRUCTION OWNER'S REPRESENTATIVE:
9.1. ENGINEER will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER'S representative during construction are set forth in the CONTRACT DOCUMENTS and shall not be extended without written consent of OWNER and ENGINEER.

VISITS TO SITE:

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the CONTRACT DOCUMENTS. ENGINEER will not be required to made exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the complete Work will conform to the CONTRACT DOCUMENTS. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

PROJECT REPRESENTATION:

9.3. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplemental Conditions. If OWNER designates another agent to represent OWNER at the site who is not the ENGINEER'S agent or employee, the duties, responsibilities and limitations of authority of such other person will be provided in Supplemental Conditions.

CLARIFICATIONS AND INTERPRETATIONS:

9.4. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the CONTRACT DOCUMENTS (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the CONTRACT DOCUMENTS. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the
amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12.

AUTHORIZED VARIATIONS IN WORK:

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the CONTRACT DOCUMENTS which do not involve an adjustment in the Contract Price of the Contract Time and are consistent with the overall intent of the CONTRACT DOCUMENTS. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or 12.

REJECTING DEFECTIVE WORK:

9.6. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or complete.

SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:

9.7. In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.29 inclusive.

9.8. In connection with ENGINEER'S responsibility as to Change Orders, see Articles 10,11, and 12.

9.9. In connection with ENGINEER'S responsibility in respect of Applications for Payment, etc, see Article 14.

DETERMINATIONS FOR UNIT PRICES:

9.10. (Delete)

DECISIONS ON DISPUTES:

9.11. ENGINEER will be the initial interpreter of the requirements of the CONTRACT DOCUMENTS and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the CONTRACT DOCUMENTS pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract
Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after such occurrence unless ENGINEER allows and additional period of time to ascertain more accurate data in support of the claim.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. Then rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except and which have been waived by the making or acceptance of final payments as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR or such rights or remedies as either may otherwise have under the CONTRACT DOCUMENTS or by Laws or Regulations in respect of any such claim, dispute or other matter.

LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:

9.13 Neither ENGINEER'S authority to act under this Article 9 or elsewhere in the CONTRACT DOCUMENTS nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Sub-Contractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14. Whenever in the CONTRACT DOCUMENTS the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of the effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction review or judgment will be solely to evaluate the Work for compliance with the CONTRACT DOCUMENTS (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraphs 9.15 and 6.16.

9.15. ENGINEER will not be responsible for CONTRACTOR'S means, methods, technique, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the CONTRACT DOCUMENTS.

9.16. ENGINEER will not be responsible for the acts or omissions of the CONTRACTOR or of any Sub-Contractor, any Supplier or any other person or organization performing or furnishing any of the Work.

ARTICLE 10-CHANGES IN THE WORK

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized, be a written amendment, a Change Order or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the CONTRACT DOCUMENTS (except as otherwise specifically indicated).

10.2. If OWNER and CONTRACTOR are unable to agree as to the extent if any of an increase or decrease in the Contract Price or an extension of shortening of the Contract Time that should be allowed as a result of a work directive change, a claim may be made therefore as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to any increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the CONTRACT DOCUMENTS as amended modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of any emergency as provided in paragraph 6.22 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1. Changes in the Work that are ordered by OWNER pursuant to paragraph 10.1, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or are agreed to by the parties;

10.4.2. Changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11, provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the CONTRACT DOCUMENTS and applicable laws and regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5. If notice of any change affecting the general scope of the Work of the provisions of the CONTRACT DOCUMENTS (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11-CHANGE OR CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. The value of any Work covered by a Change Order of any claim for an increase or decrease in the Contract Price shall be determined in of the following ways:

11.3.1. (Delete)

11.3.2. By mutual acceptance of a lump sum, which at the discretion of OWNER may be based in whole or in part on the same unit costs outlined in the Bid included in the CONTRACT DOCUMENTS which may include an allowance for overhead and profit.

ARTICLE 12-CHANGE OF CONTRACT TIME

12.1. The Contract Time may only be changed by a Change Order or a Written Amendment. Any Claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire
adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event.

All claims for adjustment in the Contract Time shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. The Contract Time will be extended in an amount to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefore as provided in paragraph 1.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

12.3. All time limits stated in the CONTRACT DOCUMENTS are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

WARRANTY AND GUARANTEE:

13.1. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the CONTRACT DOCUMENTS and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

ACCESS TO WORK:

13.2. ENGINEER and ENGINEER'S representatives, other representatives of OWNER, testing agencies an governmental agencies with jurisdictional interests will have access to the work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

TESTS AND INSPECTION:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If laws and Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval.

CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER'S or ENGINEER'S acceptance of a supplier or materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals other than those which are required by the CONTRACT DOCUMENTS shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by Laws or regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

13.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not

acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the CONTRACT DOCUMENTS.

UNCOVERING WORK:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER'S observation and replaced at CONTRACTOR'S EXPENSE.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, a ENGINEER'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim thereof, may make a claim therefore as provided in Article
11. If, however, such work is not found to be defective, CONTRACTOR shall be allowed to increase in the Contract Price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

OWNER MAY STOP THE WORK:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the CONTRACT DOCUMENTS, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this rights for the benefit of CONTRACTOR or any other party.

CORRECTION OR REMOVAL OF DEFECTIVE WORK:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct al defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

ONE-YEAR CORRECTION PERIOD:

13.12. If within one year after the date of issue of the Certificate of Acceptance or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee

required by the CONTRACT DOCUMENTS or by any specific provision of the CONTRACT DOCUMENTS, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected pr the rejected work removed and replaced, and all direct, indirect and consequential costs and replacement (including but not limited to fees and charges of engineers, architect, attorneys, and other professionals) will be paid by CONTRACTOR.

ACCEPTANCE OF DEFECTIVE WORK:

13.13. If, instead of requiring correction of removal and replacement of defective Work, OWNER (and, prior to ENGINEER'S recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER's evaluation of and determination to accept such defective Work (such cost to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

If any such acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the CONTRACT DOCUMENTS with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

OWNER MAY CORRECT DEFECTIVE WORK:

13.14. If COCNTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the CONTRACT DOCUMENTS, or if CONTRACTOR fails to comply with any other provision of the CONTRACT DOCUMENTS, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in Exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the CONTRACT DOCUMENTS with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. Such direct, indirect and OWNER consequential costs will

include but not be limited to fees and charges of engineers, architects, and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION SCHEDULE OF VALUES:

14.1 The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application of Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

APPLICATION FOR PROGRESS PAYMENT:

14.2 At least twenty days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the CONTRACT DOCUMENTS. If Payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be 10% (ten percent). The retainage shall be held by the owner until all the work has been satisfactorily completed and accepted in writing. At that time the retainage may be released and included in the Final Payment.

CONTRACTOR'S WARRANTY OF TITLE:

14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:

14.4 ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and re-submit the Application twenty (20) days after the presentation of the Application for Payment with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by
OWNER to CONTRACTOR.

14.5 ENGINEER'S recommendation of any payment requested in an application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER'S review of the Application for Payment and the accompanying data and schedules that the work has progressed to the

point indicated that to the best of the ENGINEER'S knowledge, information and belief, the quality of the Work is in accordance with the CONTRACT DOCUMENTS (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent test called for in the CONTRACT DOCUMENTS, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended.

However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspection have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the CONTRACT DOCUMENTS or that there may be other matters or issues between the parties that might entitle CONTRACTOR to be paid additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6 ENGINEER'S recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER'S opinion, it would be incorrect to make such representation to OWNER. ENGINEER may also refuse to recommend any such payment, or because of tests, nullify any such payments previously recommended, to such extent as may be necessary in ENGINEER'S opinion to protect OWNER from loss because:

14.7.1 The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.7.2. The Contract Price has been reduced by Written Amendment or Change Order,

14.7.3. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.14.

14.7.4. ENGINEER'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER on account of CONTRACTOR'S performance of furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR immediate written Notice (with a copy to ENGINEER) stating the reasons for such action.

SUBSTANTIAL COMPLETION:

14.8 When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER

considers The Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion.

There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefore. If, after consideration of OWNER'S objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and to inform ENGINEER prior to ENGINEER'S issuing the definitive certificate of Substantial completion, ENGINEER'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

14.9. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

PARTIAL UTILIZATION:

14.10. Use by OWNER of any finished part of the Work, which has specifically been identified in the CONTRACT DOCUMENTS, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2 OWNER at any time may request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance. FINAL INSPECTION:

14.11 Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

FINAL APPLICATION FOR PAYMENT:

14.12 After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents-all as required by the CONTRACT DOCUMENTS, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.16), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the CONTRACT DOCUMENTS, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Sub-Contractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

FINAL PAYMENT AND ACCEPTANCE:

If, on the basis of ENGINEER'S observation of the Work during construction and final inspection, and

ENGINEER'S review of the final Application for Payment and accompanying documentation, all required by the CONTRACT DOCUMENTS, ENGINEER is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the CONTRACT DOCUMENTS have been fulfilled, ENGINEER will, within ten days after receipt of final Application for Payment, indicate in writing ENGINEER'S recommendation of payment and present the Application to OWNER for payment.

Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.16. otherwise, the ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and re-submit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER'S recommendation and notice of acceptability the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

14.14 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR'S final Application for payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR'S CONTINUING OBLIGATION:

14.15. CONTRACTOR'S obligation to perform and complete the Work in accordance with the CONTRACT DOCUMENTS shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the CONTRACT DOCUMENTS, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the CONTRACT DOCUMENTS or release of CONTRACTOR'S obligation to perform the Work in accordance with the CONTRACT DOCUMENTS.

WAIVER OF CLAIMS:

14.16. The making and acceptance of final payment will constitute:

14.16.1 A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.11 or from failure to comply with the CONTRACT DOCUMENTS or the terms of any special guarantees specified therein; however it will constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the CONTRACT DOCUMENTS; and

14.16.2 A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15- SUSPENSION OF WORK AND TERMINATION OWNER MAY SUSPEND WORK:
15.1 OWNER may at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefore as provided in Articles 11 and 12.

OWNER MAY TERMINATE:

15.2 Upon the occurrence of any one or more of the following events:

15.2.1. If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filling, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other Federal or State law in effect at the time relating to bankruptcy or insolvency;

15.2.2. If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other Federal or State law in effect at the time relating to bankruptcy or insolvency;

15.2.3. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4. If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose or enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

15.2.5. If CONTRACTOR admits in writing as inability to pay its debts generally as they become due;

15.2.6. If CONTRACTOR persistently fails to perform the work in accordance with the CONTRACT DOCUMENTS (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment of failure to supply sufficient skilled workers or suitable materials or equipment of failure to adhere to the progress schedule established under
paragraph 2.9 as revised from time to time);

15.2.7. If CONTRACTOR disregards Law or Regulations of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the CONTRACT DOCUMENTS; OWNER (and the surety, if there be one) seven days written the extent notice and to permitted by Laws and Regulations, terminate the CONTRACTOR, exclude CONTRACTOR from the

site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion) incorporated in the Work all materials and equipment stored elsewhere and finish the Work as Owner may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs), such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights to remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

15.3 Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter occur. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expense, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs.

CONTRACTOR MAY STOP WORK OR TERMINATE:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period or more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted,
or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - ARBITRATION
Deleted

ARTICLE 17 - MISCELLANEOUS GIVING NOTICE:
17.1 Whenever any provision of the CONTRACT DOCUMENTS requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address know to the giver of the notice.

17.2.1. When any period of time is referred to in the CONTRACT DOCUMENTS by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

GENERAL:

17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provision of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligation imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws and Regulations, by special warranty or guarantee or by other provisions of the CONTRACT DOCUMENTS, and the provisions of this paragraph will be as effective as if repeated specifically in the CONTRACT DOCUMENTS in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the CONTRACT DOCUMENTS will survive final payment and termination or completion of the Agreement.

17.5 STANDARD WORK HOURS: The standard work hours for the OWNER is 8:00 am to 5:00 pm, Monday through Friday. Should the Contractor elect to work on Saturday, Sundays or holidays, he shall be responsible for paying overtime charges for the OWNERS personnel involved. These charges will be at cost and will be calculated either at time and a half or double time, as applicable to the particular day being worked. Pre-approval shall be obtained from the Engineer or Engineer's representative by completing and signing a OWNER'S Form entitled "CONSTRUCTION INSPECTORS OVERTIME COMPENSATION AUTHORIZATION", prior to commencing any overtime work.

Any work done outside the standard workday, without prior authorization, shall be considered under unauthorized work. The Contractor is required to pay the overtime wages of the OWNER Inspectors that work overtime Mondays through Fridays at time in a half. The Contractor is responsible for the overtime wages of the ONWER inspectors that work Holidays at double time. Minimum hours will be billed to contractor for callouts or for insufficient notice of two (2) hours.

17.6 INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ENGINEER, ENGINEER'S SUBCONSULTANTS AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS,

AND OTHER CONSULTANTS OF EACH AND ANY OF THEM FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OR ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) CAUSED BY, ARISING OUT OF, OR RESULTING FROM, THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS OR DAMAGE: (i) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND

(ii) IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR, ANY SUPPLIER, ANY PERSON, OR ORGANIZATION DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM OR FURNISH ANY OF THE WORK, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY ANY NEGLIGENCE OR OMISSION OF A PERSON OR ENTITY INDEMNIFIED HEREUNDER OR WHETHER LIABILITY IS IMPOSED UPON SUCH INDEMNIFIED PARTY BY LAWS AND REGULATIONS REGARDLESS OF THE NEGLIGENCE OF ANY SUCH PERSON OR ENTITY. CLAIMS, COSTS, LOSSES, DAMAGES, SUITS AND CAUSES OF ACTION, AND ANY AND ALL LIABILITY, COSTS, EXPENSES, SETTLEMENTS, DAMAGES, AND JUDGEMENTS INCURRED IN CONNECTION THEREWITH (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT OR ARBITRATION OR OTHER DISPUTES RESOLUTION COSTS) WHETHER ARISING IN EQUITY, AT COMMON LAW, OR BY STATUTE, INCLUDING THE TEXAS DECEPTIVE TRADE PRACTICES ACTOR SIMILAR STATUTE OF OTHER JURISDICTIONS, OR UNDER THE LAW OF CONTRACTS, TORTS (INCLUDING WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY WITHOUT REGARD TO FAULT) OR PROPERTY, OF EVERY KIND OR CHARACTER… (iii) IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION, OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, OR STRICT LIABILITY WITHOUT REGARD TO FAULT OF CONTRACTOR…. REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY ANY NEGLIGENCE OR OMISSION, OTHER FAULT, BREACH OF CONTRACT OR WARRANTY, VIOLATION OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, OR STRICT LIABILITY WITHOUT REGARD TO FAULT OF A PERSON OR ENTITY INDEMNIFIED HEREUNDER…. CONTRACTOR'S OBLIGATIONS OF INDEMNIFICATION UNDER THIS PARAGRAPH 6.20.1 SHALL NOT BE LIMITED BY THE AMOUNT OF ANY INSURANCE.

VIDEOTAPING: The Contractor shall videotape the entire job site, including access to the job site, prior to commencing work. A copy of the videotape shall be provided to the City at the Pre-Construction Conference. The videotape will be held for historical purposes and for resolving complaints/claims from affected property owners. Failure to provide such a tape shall render the contractor liable for claims. Acceptable format is standard VHS tape. Beta format is not acceptable.

Monthly videotaping by the contractor during construction is recommended to protect the contractor's interest against claims and as a basis for extras.

SPECIAL CONDITIONS

1. COMPLETION TIME AND LIQUIDATED DAMAGES

The project as indicated in the Plans and Specifications shall be completed within the number of consecutive calendar days stated in the Contract beginning the date of the notice to commence work. Contractors shall submit a monthly request for time extensions, and such requests shall include justification in conformance with the Contract. The time set forth in the Proposal for the completion of the work is an essential element of the contract. The Contractor and Owner understand and agree that a breach of this Contract as to completion on time will cause damage to the Owner. The parties agree that for each and every calendar day the work or an portion thereof shall remain uncompleted after the expiration of the time limits, the amount per day given in the following schedule will be deducted from the money due or to become due the Contractor, not as penalty, but as liquidated damages and added expense of engineering and overhead.

The Contractor shall within the (10) days from the beginning of any delay notify the Engineer, in writing, of the causes of delay. The Engineer shall ascertain the facts, and the extent of delay and his findings of the facts thereon shall be final and conclusive.

2. CONTRACT DRAWINGS

The Contractor will be furnished three (3) complete sets of drawings by the Engineer for use during construction of the project. Only Plans and Specifications marked "Approved for Construction" and bearing signature of the Engineer on said mark shall be used as construction drawings. Any additional set of construction plans can be provided to contractor upon payment of $100.00.

3. DISPOSAL OF RUBBISH

It shall be the responsibility of the Contractor to dispose of all rubbish, brush, fencing, trees or other objectionable materials by burning, removal form the site or whatever means necessary to effect such disposal.

4. UTILITY SERVICES FOR CONSTRUCTION

Contractor will be responsible for furnishing water or any other utility services required for construction of project.

5. TESTING, INSPECTION AND CONTROL

Testing and inspection of materials required by these specifications shall be by a commercial testing laboratory. The laboratory shall be selected by the Owner and laboratory services and field testing required by the Technical Specifications for control of work, such as testing of concrete cylinders made on the job shall be paid for by the Contractor. Additional laboratory services as dictated below shall be paid for y the Contractor:

A. The cost of laboratory services required to establish mix design for Portland Cement Concrete and Asphaltic concrete mixture, testing of aggregates, fixing gradations, the preparations and testing of design cylinders or specimens and other such services required to establish mix design, or to redesign the mix when required due to change in source of materials.

B. The Contractor shall furnish all materials and test specifications for testing as selected by the Testing Agency.

C. Mills test will be required for reinforcing steel, and cement, and mill certificates will be acceptable when it is definite that the test sheets apply to the material being supplied.

D. Any tests or inspections performed exclusively for the Contractor's convenience and for retests caused by initial nonconformance of the materials with the Contract Documents.

The testing mentioned in this section will be performed at a frequency required by the specification or at a frequency determined by the Engineer or the Engineer's representative. The Engineer shall require sufficient testing to ensure that the requirements of the specifications are met by the Contractor.

6. LICENSE, FEES AND PERMITS

It shall be the Contractor's responsibility to make necessary applications and obtain all permits required by all agencies, including, but not limited to, the City, County, State, and Federal government for this project.

7. TRAFFIC

It shall be the responsibility of the Contractor to provide for the safety and convenience of traffic so as to comply with all existing traffic regulations and ordinances as may apply.

8. UNDERGROUND OBSTACLES

Pipelines and other existing underground installations and structures in the vicinity of the work are shown on the drawings according o the best information available to the Owner. The Owner does not guarantee the accuracy of such information. The Contractor shall make every effort to locate all underground pipelines, conduits and structures by contacting owners of underground utilities an by prospecting in advance of trench excavation. The repair of existing utilities cut by the Contractor shall be made at the expense of the Contractor, and shall be scheduled so as to cause the least possible inconvenience to the public. Any delay or extra cost to the Contractor caused by pipelines or other underground structures or obstructions not shown by the Plans, or found in location of different from those indicated, shall not constitute a claim for extra work, additional payment or damages.

9. RECORD DRAWINGS

Upon completion of the project and before final payment is made to the Contractor, the Contractor shall deliver one (1) complete set of record drawings and said drawings shall be neat, accurate and orderly and produced to the satisfaction of the Engineer.

10. OTHER CONTRACTS

Other contracts may be underway concurrently in this area. Contractor shall afford other contractors and utility companies reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

11. MATERIALS AND WORKSHIP

When materials are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance and to establish an equal basis for the evaluation of bids.

12. REPAIR TO ROADS

The Contractor shall be responsible for repairing any damage to City or County Roads and road owned by the Owner which are used by the Contractor in connection with operations under this Contract. Said repair work shall be at the Contractor's expense. Any debris, mud and related sources caused by contractor will need to be hauled off and cleaned.

13. PUBLIC UTILITIES

A. All poles, wires, cables, conduits, pipelines, or other structures within the work area, belonging to municipalities or public utility corporations, shall be protected by the Contractor.
B. The Contractor will conduct the work along any section of this project which is crossed by, or adjacent to, a public utility such as high lines, sewer lines, etc., in a manner so that no damages result to these utilities. The Contractor will be held solely responsible for damages to such utilities as a result of careless or negligent operations.

14. PRE-CONSTRUCTION CONFERENCE

Upon award of a Contract to the successful bidder, the Contractor shall meet with the Engineer at a designated location and at a time set by the Engineer. A schedule of procedure for a sequence of construction shall be agreed upon at this conference.

15. LINES AND GRADES

Special attention is directed to Part 2, Paragraph 2.6, Page GC-5, of the General Conditions of Agreement. Special care should be taken by the Contractor to avoid disturbance of Engineer's horizontal and vertical control points. The protection of construction stakes (horizontal and vertical control points), is the Contractor's responsibility and re-staking or re-establishment of these points or stakes will be done by the Engineer at the Contractor's expense. Survey Party time for re-staking will be charged at hourly rates in accordance with the Engineer's schedule of hourly rates which is in effect at the time of the re-staking. (Refer to SG5 Notification)

16. STAKING FOR CONSTRUCTION General
The staking services that the Engineer will furnish and the responsibility of the Contractor respecting the

uses of and maintenance of all stakes is outlined under this section. (Refer to Notification section on this document)

No stakes will be furnished until the right-of-way or easements are acceptable condition other than clearing stakes.

Notification

The Contractor shall notify the Engineer, in writing, at least three (3) full working days in advance of the date when specific staking services are desired, giving the specific location and/or limiting stations. The Contractor shall notify the Engineer five (5) days prior to start-up so as to allow the Engineer to set his control. The Engineer shall be notified of any change of sequence which is established at pre-construction conferences. Construction stakeout is the Contractor's responsibility. (non-pay item).

Control Stakes

Stakes which constitute reference points for all construction work will be conspicuously marked with flagging tape in accordance with the code in these Specifications. It will be the responsibility of the Contractor to inform his employees and his subcontractors of their importance, and the necessity for their preservation. The cost of replacing such controls, should it become necessary for any reason whatsoever, shall be at the Contractor's expense. If the removal of a control stake is required by the construction operations of the Contractor or his subcontractors, advance notice in writing, of at least three (3) full working days shall be given to the Engineer, who will reference and remove said stake or stakes at no cost to the Contractor.

The Contractor shall employ competent grade setters to control the grading operations from the information provided on the reference stakes.

No additional stakes will be furnished, except as requested in writing by the Contractor and paid for by him. This applies to all re-staking for whatever reason, as well as for additional staking which the Contractor may request. Charges for the additional staking will be deducted from next progress payment that is issued to the Owner by the Engineer.

17. INSURANCE REQUIREMENTS

The Contractor, at his expense, shall take out and keep in force throughout the term of this Contract, the following insurance coverage in the amounts specified below to cover all of his operations in connection with the work to be performed under the Technical Specifications. The insurance certificates shall be submitted to the Owner for acceptance prior to move-in and beginning work

MINIMUM INSURANCE REQUIRMENTS

INSURANCE TYPE
Workman's Compensation General Liability
Comprehensive Form
Premises-Operations Products/Completed Operations Hazard Contractual Insurance Independent Contractors Personal Injury

Automobile Liability Comprehensive Owned
Hired
Non-owned

Excess Liability
Umbrella Form

LIMITS OF LIABILITY

As provided by Texas Workman's Compensation Act.

Bodily Injury
$300,000/Person
$500,000/Occurance Property Damage
$100,000/Occurance
$300,00/Aggregate Personal Injury
$500,000

Bodily Injury
$300,000/Person
$500,000/Occurance Property Damage
$300,000/Occurance

$100,000

The remaining term of all policies shall extend at least to the least to the completion date of this Contract; if the expiration date shall occur prior to final completion of all operations hereunder, Contractor shall, not less than fifteen (15) days prior to expiration date, furnish evidence of renewal of or extension of such insurance. All such evidence of insurance shall provide for ten (10) days prior notice to be given to Owner in the event of cancellations.

The Contractor agrees to indemnify and to hold the Owner and the Engineer harmless from and against any and all damages, claims, demands, suits, judgments and costs including attorney's fees and expenses for or on account of damage to property of any person, firm corporation, or Government agency, or death of or injury to any person or persons (including property and employees of the Owner, the Contractor, and employees of the Contractor) directly or indirectly arising out of, or caused by or in connection with the performance of or failure to perform any work provided for hereunder by the Contractor, his subcontractors, or their or the Contractor's agents, servants, or employees.
The Contractor will be held accountable for all insurance coverage's including those of sub- contractors,

and provide that all the above mentioned policies will be with insurance carriers.

18. UNBALINCING OF BIDS AND USAGE OF SPECIAL ITEMS

The Contractor's attention is directed to the fact that unbalancing of unit bid prices for any reason shall be considered justification for rejection of the bid. The Contractor may not decrease these bid prices, however, he may increase the bid prices as he may see fit. In instances where subsurface seepage of water above trench bottom requires the drying up of trench bottom, the use of washed gravelor shell in trench bottom will be permitted.

19. ARBITRATION

Arbitration under this agreement shall be subject to the provisions of the Texas General Arbitration Act, Articles 224 to 238-6, V.A.C.S. To any extend that the provisions of Section 16 of the General Conditions are in conflict with or inconsistent with any provision of such Act, the provisions of such Act shall control. Both the Owner and Contractor shall concur on Arbitration as a method of settling any particular dispute.

20. PARTIAL PAYMENTS

Article 14.2 APPLICATION FOR PROGRESS PAYMENT (Standard General Conditions of the Construction Contract) is hereby supplemented with the following:

On or before the last Monday of each month, the CONTRACTOR shall prepare and submit to the Engineer for approval or modification a statement showing as completely as practicable the total value of the work done by the Contractor up to and including the last day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work.

The OWNER shall then pay the CONTRACTOR on or before the 2nd Monday of the following month the total amount of the approved statement, less 10 percent of the amount thereof, which 10 percent shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the OWNER under the terms of this Agreement. It is understood, however, that in case the whole work be near the completion and some unexpected and unusual delay occurs due to not fault or neglect on the part of the CONTRACTOR, the OWNER may-upon written recommendation of the ENGINEER- pay a reasonable and equitable portion of the retained percentage to the CONTRACTOR, or the CONTRACTOR at the OWNER'S option, may be relieved of the obligation to fully complete the work and, thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to the conditions stated under "Final Payment".

EXHIBIT "N"

CONDITIONAL RELEASE OF LIENS

STATE OF TEXAS
COUNTY OF CAMERON

OWNER: The City of Brownsville
CONTRACTOR: _____
UBCONTRACTOR/SUPPLIER: _____
PROPERTY: _____

I, _____, hold the office of _____ of the Subcontractor/Supplier identified above (hereinafter "Subcontractor/Supplier").

In consideration of the sum of $_____ and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Subcontractor/Supplier hereby releases and waives any right to file a petition to establish a Mechanics Lien or other lien, or any claim to a Mechanics Lien or other lien which the Subcontractor/Supplier may now have, for such property through the date hereof, and agrees to indemnify and hold harmless Owner/Contractor and its agents and representatives from any and all claims, damages, losses, costs, expenses or liabilities, including the not limited to attorney's fees, incurred by the Owner/Contractor, its agents or representatives arising out of or resulting from the Subcontractor/Supplier's failure to pay or cause to be paid any persons or entities who may be entitled to claim a Mechanics Lien or other lien on the property by virtue of any agreement with or obligation of the Subcontractor/Supplier through the date hereof. Nothing herein contained shall in any way be deemed to restrict, modify, or waive the Subcontractor/Supplier's right to claim or assert any claim against the property for materials or labor or services hereafter furnished or performed on or about the property.

This lien release and waiver is given to secure payment in the amount of $_____ for a portion of the work under the contract and will be fully effective upon the receipt of said payment.

DATE: _____ BY: _____

WITNESS: _____

I hereby certify that on this _____ day of _____, 20__, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he/she has executed the same for the purposes herein set forth, and that the same is his act and deed. In witness hereof, I have set my hand and Notarial Seal the date and year first above written.

NOTARY PUBLIC: _____

My Commission expires on: _____

SAFETY RECORD QUESTIONNAIRE

(Must be submitted with bid form)

The City may at its discretion disqualify any bidder which has had final orders entered by the Occupational Safety and Health Review Commission (OSHRC) against the bidder, or any firm or individual acting on its behalf, for serious violations of OSHA regulations within the past three years; and/or which has been, or has had any firm or individual acting on its behalf, convicted of a criminal offense within the past ten years which resulted in serious bodily injury or death.

QUESTION ONE

Has the bidder, or any firm or individual acting on behalf of the bidder, received citations for violations of OSHA within the past three years?

YES _____ NO X

If the bidder has indicated YES for question number one above, the bidder shall provide to the Owner, with its bid submission, complete information regarding the date of citation, location of establishment inspected, category of citation, final disposition of citation, and penalty assessed.

QUESTION TWO

Has the bidder, or any firm or individual acting on behalf of the bidder, ever been convicted of a criminal offense which resulted in serious bodily injury or death?

YES _____ NO X

If the bidder has indicated YES for question number two above, the bidder shall provide to the Owner, with its bid submission, complete information regarding the date of offense, County where offense occurred, type of offense, final disposition of offense, and penalty assessed.

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 will be investigated, with my full permission, and that any misrepresentations or omissions may cause my bid to be rejected.

Russell Perry

Signature

President

Title

FORM 13
City of Brownsville Federal Clauses Certification Form

FEDERAL CERTIFICATIONS
AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Federal Funds will be used therefore this form should be completed and returned.

Instructions for Completing this Form
Suppliers and contractors must review each federal clause and indicate whether it applies to the specific contract. For every section below, please initial **"YES"** to confirm agreement and compliance, or **"N/A"** (Not applicable) if the clause does not apply to the scope of work or funding source.
Yes – contractor/supplier agrees to comply with the clause as written and, where applicable, will provide all required documentation or certifications.
N/A – Clause is not applicable to the contract (e.g., Davis Bacon Act for non-construction work, Buy America for non-transportation projects, etc.) Contractor/supplier must initial next to "N/A" to confirm inapplicability.
Incomplete forms or unmarked sections may disqualify contractor/supplier and/or delay contract approval.

Vendor Responsibility for Regulatory Compliance
It is the responsibility of the contractor/supplier to review, verify, and comply with the most current versions of all applicable federal provisions, clauses, and regulations referenced in this document. The contractor/supplier shall refer to official U.S. Government websites, including the Code of Federal Regulations (www.ecfr.gov), Federal Acquisition Regulation (www.acquisition.gov), and agency-specific resources (e.g., HUD, DOT, Treasury, or OMB), to ensure full and current compliance at the time of bid submission and throughout the contract term.

DEFINITIONS

Contract: A legal agreement by which a non-Federal entity purchases property or services to carry out a federally funded project.

Contractor: An entity that receives a contract as defined in Contract.

Cooperative agreement: A form of federal financial assistance used when substantial involvement is expected between the federal agency or pass-through entity and the recipient.

Federal awarding agency: The U.S. federal agency providing the funding.

Federal award: The financial assistance or cost-reimbursement contract provided directly by a federal agency or indirectly through a pass-through entity to carry out a public purpose.

Non–Federal entity (NFE): A state, local government, tribe, institution of higher education, or non profit organization that receives and administers federal funds.

Pass-Through Entity (PTE): A Non-Federal entity that provides part of its federal award to another organization (a subrecipient) to carry out a portion of the program.

Subrecipient/Subaward: A Non-Federal entity that receives federal funds from a pass-through entity to carry out part of federal program. The legal instrument documenting this relationship is the subaward.

Recipient: A Non–Federal entity receiving funds directly from a federal agency.

Simplified acquisition threshold: The current small-purchase limit established under the FAR (presently $250,000, adjusted periodically for inflation).

Obligations: Orders placed on contracts or subawards made that require payment by the Non-Federal entity.

Termination: The ending of a federal award, in whole or in part, prior to the planned end of the period of performance. These definitions are provided for reference only. For full regulatory text, see 2 C.F.R. Part 200, Subpart A (§§ 200.0-200.1).

Certification Regarding Certain Telecommunications and Video Surveillance Services or Equipment (FAR 52.204-24 & 52.204-25)

The contractor/supplier certifies compliance with the prohibitions under Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Public Law 115-232) and the Federal Acquisition Regulation (FAR) 52.204-24 and 52.204-25.

The contractor/supplier shall not provide or use any equipment, system, or service that includes covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any subsidiary or affiliate of such entities.

If the contractor/supplier identifies any covered telecommunications equipment or services during performance, it shall immediately notify the contracting agency or the City of Brownsville in writing and provide all information required under FAR 52.204-25(d).

Does contractor/supplier agree? **YES** RP Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

APPENDIX II TO 2 CFR PART 200 – Contract Provision for Non-Federal Entity Contracts Under Federal Awards

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does contractor/supplier agree? **YES** RP Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Contractor/Supplier as detailed in the terms of the contract.

Does contractor/supplier agree? **YES** RP Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(C) **Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity**

clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does contractor/supplier agree? **YES** RP Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, contractor/supplier will be in compliance with all applicable Davis-Bacon Act provisions.

Does contractor/supplier agree? **YES** RP Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, contractor/supplier certifies that contractor/supplier will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does contractor/supplier agree? **YES** RP Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the contractor/supplier certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the contractor/supplier agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does contractor/supplier agree? **YES** _____Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) N/A

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, contractor/Supplier also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the contractor/supplier certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the contractor/supplier agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does contractor/supplier agree? **YES** RP Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(H) Prohibition on Fraud, Waste, and Abuse - The contractor/supplier certifies that it will take all reasonable steps to prevent, detect, and disclose any suspected fraud, waste, or abuse of federal funds associated with this contract, consistent with applicable laws and agency guidance. Any such activity will be promptly reported to the awarding agency, pass-through entity, or the Office of Inspector General, as appropriate.

Does contractor/supplier agree? **YES** RP Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220 cross-reference to Treasury/OMB Guidance Subpart C) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the contractor/supplier certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the

contractor/supplier certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the contractor/supplier or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the contractor/supplier will notify the Participating Agency.

Does contractor/supplier agree? **YES** ___RP___ Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

(J) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the contractor/supplier certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the contractor/supplier certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does contractor/supplier agree? **YES** ___RP___ Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Procurement of Recovered Materials 2 C.F.R. § 200.323 / 40 C.F.R Part 247

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable,

consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

When Participating Agency expends federal funds for any contract resulting from this procurement process, contractor/supplier certifies that it will comply with 2 C.F.R. § 200.323

Does contractor/supplier agree? **YES** RP Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, contractor/supplier certifies that it will comply with the record retention requirements detailed in 2 CFR §§ 200.334-200.337. The contractor/supplier further certifies that contractor/supplier will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does contractor/supplier agree? **YES** RP Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, contractor/supplier certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). Cross-link 2 CFR § 200.323(b)

Does contractor/supplier agree? **YES** RP Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, contractor/supplier certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or contractor/supplier must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA- funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower-tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: ☐ N/A to this contract

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT)

BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☒

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

Does contractor/supplier agree? **YES** _____Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) N/A

Contractor/Supplier's Name: The Levy Company, LLC
Address, City, State, and Zip Code: 16294 IH 35 North, Selma, Texas 78154
Phone Number: 210-497-4500
Fax Number: 210-653-2835

Printed Name and Title of Authorized Representative: Russell Perry, President
Email Address: rperry@levycompany.com
Signature of Authorized Representative: _____
Date: 07/27/2026

Does contractor/supplier agree? **YES** RP Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

If any portion of this project is funded with U.S Department of Transportation (DOT) funds, the contractor/supplier shall also complete a Disadvantage Business Enterprise (DBE) Certification Form in accordance with 49 C.F.R. Part 26. This requirement applies only to DOT-funded projects and is not applicable to HUD, ARPA, or Treasury-funded programs.

CERTIFICATION OF COMPLIANCE WITH BUILD AMERICA, BUY AMERICA ACT (BABA) 2 C.F.R. 184

The contractor/supplier acknowledges that certain federally funded infrastructure projects are subject to the Build America, Buy America Act (Pub. L. 117-58 §§ 70901-70927) and implementing regulations at 2 C.F.R. Part 184. When applicable, the contractor/supplier certifies that all iron, steel, manufactured products, and construction materials used in the project are produced in the United States, as required by the Act.

The contractor/supplier further agrees to provide appropriate documentation, origin certifications, or approved waivers upon request by the awarding agency or pass-through entity. Where a waiver is sought, the contractor/supplier shall support the request in writing and shall not proceed with procurement or installation of foreign materials until such waiver is granted in accordance with federal guidance.

The Build America, Buy America Act applies to all federally funded infrastructure projects, except where otherwise waived or exempted by the awarding agency.

Does contractor/supplier agree? **YES** RP Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Domestic Preference for Procurements– 2 C.F.R. § 200.322

The contractor/supplier agrees to comply with the requirements of 2 C.F.R. § 200.322, which establishes a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. To the greatest extent practicable, the contractor/supplier shall provide domestic end products, materials, and construction products that are manufactured in the United States. This preference applies to all procurements under federal awards, consistent with applicable statutes, regulations, and the Build America, Buy America Act requirements.

Does contractor/supplier agree? **YES** RP Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337

Contractor/Supplier agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of contractor/supplier that are pertinent to contractor's/supplier's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to contractor/supplier's personnel for the purpose of interview and discussion relating to such documents.

Does contractor/supplier agree? **YES** RP Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Contractor/Supplier agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does contractor/supplier agree? **YES** RP Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Conflict of Interest - 2 C.F.R. § 200.318(c)(1)

The Contractor/supplier affirms compliance with 2 C.F.R. § 200.318(c)(1), which requires the maintenance of written standards of conduct covering conflict of interest in the selection, award, and administration of contracts. No employee, officer, agent, or subcontractor shall participate in any procurement or contract decision where a real or apparent conflict of interest exists. The contractor/supplier further agrees to disclose in writing any potential conflicts of interest to the City of Brownsville prior to award or during contract performance.

Does contractor/supplier agree? **YES** RP Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Executive Order 14173 (2025) – Anti-DEI Certification

The Contractor/supplier certifies compliance with Executive Order 14173 (2025), affirming that it operates in accordance with all applicable federal anti-discrimination laws and that no diversity, equity, or inclusion (DEI) program or policy maintained by the contractor violates such laws. The contractor/supplier acknowledges that compliance with these requirements is a material condition of this contract and that any false certification or noncompliance may subject the contractor/supplier to remedies available under the False Claims Act (31 U.S.C. §§ 3729-3733) and other applicable laws.

Does contractor/supplier agree? **YES** RP Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Civil Rights Compliance Assurance

The Contractor/supplier agrees to comply with all applicable federal civil rights laws and regulations, including Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and any other nondiscrimination provisions applicable to this contract. The contractor/supplier shall ensure that no person is excluded from participation in, denied the benefits of, or subjected to discrimination under this contract on the basis of race, color, national origin, sex, age, or disability.

Does contractor/supplier agree? **YES** RP Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Whistleblower Protection (41 U.S.C 4712)

The contractor/supplier shall comply with the whistleblower protections established under 41 U.S.C. 4712. Employees of contractors, subcontractors, and subrecipients are protected from reprisal for disclosing evidence of gross mismanagement, waste of federal funds, abuse of authority, or violations of law related to a federal contract or grant. The contractor/supplier must inform its employees in writing of their rights and remedies under this statute. Compliance with these protections is a material condition of this contract.

Does contractor/supplier agree? **YES** RP Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Remedies for Non-Compliance - 2 C.F.R. § 200.339

The contractor/supplier acknowledges that failure to comply with the terms and conditions of this agreement or any applicable federal requirements may result in enforcement actions as provided under 2 C.F.R. § 200.339. Remedies may include, but are not limited to, temporarily withholding payments, disallowing costs, wholly or partly suspending or terminating the contract, initiating suspension or debarment proceedings, or pursuing other legally available remedies.

Does contractor/supplier agree? **YES** RP Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Termination – 2 C.F.R. § 200.340

The contractor/supplier acknowledges that this contract may be terminated in whole or in part for cause, for convenience, or by mutual agreement, in accordance with 2 C.F.R. § 200.340. The basis for termination, applicable notice, and settlement provisions shall be clearly documented in writing.

Does contractor/supplier agree? **YES** RP Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

Subrecipient Monitoring – 2 C.F.R. § 200.332

The contractor/supplier acknowledges that, when acting as a pass-through entity or subrecipient of federal funds, it must comply with the requirements of 2 C.F.R. § 200.332. The contractor/supplier shall monitor the activities of any subrecipients as necessary to ensure that federal funds are used in accordance with applicable statues, regulations, and the terms and conditions of the award. This includes performing risk assessments, issuing written subaward agreements with required flow-down clauses, reviewing financial and performance reports, and taking enforcement action when necessary to address noncompliance.

Does contractor/supplier agree? **YES** RP Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor/Supplier shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor/Supplier shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

In addition, the Contractor/supplier shall comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (24 C.F.R. Part 75), ensuring, to the greatest extent feasible, that employment and contracting opportunities are directed to low- and moderate-income residents and Section 3 businesses.

If the project involves acquisition, demolition, or displacement activities, the contractor/supplier shall also comply with the Uniform Relocation Assistance and Real Property Acquisition Act (49 C.F.R. Part 24), ensuring fair compensation and relocation assistance for affected persons and property owners.

Does contractor/supplier agree? **YES** RP Initials of Authorized Representative of contractor/supplier.
N/A (Not applicable to this contract) _____

The City of Brownsville reserves the right to request a signed or notarized certification, affidavit, or other supporting documentation for any of the provisions or clauses contained in this document at any time during the procurement process or contract term.

By signing below, the contractor/supplier certifies that all information provided in this document is true and accurate to the best of their knowledge and understand that any false statement may be subject to penalties under the False Claims Act (31 U.S.C. §§ 3729-3733).

The contractor/supplier further agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances. It is acknowledged that the contractor/supplier certifies compliance with all provisions, laws, acts, and regulations specifically noted above.

Contractor's/Supplier's Name:
The Levy Company, LLC

Address, City, State, and Zip Code:
16294 IH 35 North, Selma, Texas 78154

Phone Number: 210-497-4500 Fax Number 210-653-2835

Printed Name and Title of Authorized Representative:
Russell Perry, President

Email Address:
rperry@levycompany.com

Signature of Authorized Representative: Date: 07/27/26

"Exhibit Q"

State of Texas Child Support Business Ownership Form

County: Cameron

Project Name: Signal Improvements

TxDOT CSJ: 0921-06-371

LG Project Number: _____

Business Entity Submitting Bid: The Levy Company, LLC

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

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

Name	Social Security Number
NA	

2. Please check the box below if no individual owns 25% or more of the business.

(✓) No individual own 25% or more of the business.

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

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

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

Signature

07/27/2026

Date

Russell Perry

Printed Name

IF THIS PROJECT IS A JOINT VENTURE,

ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

Texas Department of Transportation
125 E 11th St | Austin, Texas 78701
512.463.8588
txdot.gov

March 20, 2026

THE LEVY COMPANY, LLC
16294 IH 35 N
SELMA TX, 78154

RE: TxDOT Vendor Number 31992

Dear Contractor:

Your Confidential Questionnaire is satisfactory and qualifies you to bid on projects let by the Texas Department of Transportation (TxDOT) from the date of this letter through December 31, 2026.

Your bidding capacity has been set at $324,890,430.00. You may request and receive bidding proposals for projects on which the engineer's estimate does not exceed your bidding capacity, less any uncompleted work currently under contract with TxDOT.

If we may be of further assistance, please contact our Pre-qualification Branch at 512/416-2584.

Sincerely,

Greg Williams

Greg Williams
Director, Letting Management Section
Construction Division

Form 2 - Statement Of Conflicts Of Interest (If Any)

Conflict of Interest Disclosure Instructions

The Respondent must disclose any conflicts of interest related to the goods and/or services associated with this solicitation. A conflict-of-interest statement is required if any conflicts exist, along with a detailed plan for mitigating the conflict(s). The City reserves the sole discretion to determine whether a conflict disqualifies a firm and/or whether a conflict mitigation plan is acceptable.

If a conflict of interest exists, the Respondent must:

- Complete Form CIQ
- File the form with the City Secretary
- Include a copy of the completed Form CIQ with the proposal

If no conflict of interest exists, Form CIQ is not required. Regardless of whether a conflict exists, this Form 2 must be completed and signed.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Chapter 176, Texas Local Government Code, regarding conflict-of-interest disclosures.
2. The Respondent understands that a completed Texas Ethics Commission Form CIQ must be filed with the City Secretary's Office of the City of Brownsville, Texas, within seven (7) business days after the Respondent becomes aware of a conflict.
3. The Respondent acknowledges that the completed Form CIQ is a public record and will be made available by the City Secretary in accordance with state law.
4. The Respondent understands that failure to file a required Form CIQ is a violation of state law and may result in penalties under Texas Local Government Code §176.006 and possible disqualification from consideration for award.
5. The Respondent shall submit this acknowledgment form as part of its solicitation response and attach a copy of the completed TEC Form CIQ, if applicable.

City Secretary Contact Information

City of Brownsville – Office of the City Secretary
1001 East Elizabeth Street, Brownsville, Texas 78520
Email: citysecretary@brownsvilletx.gov
Phone: (956) 548-6000

Certification

By signing below, the Respondent certifies that they have reviewed and understand the requirements of Chapter 176, Texas Local Government Code and have determined whether a conflict of interest exists. The Respondent further certifies that, if a conflict of interest exists, a completed Conflict of Interest Questionnaire (Form CIQ) has been or will be filed with the City Secretary in accordance with state law and that a copy of the completed Form CIQ is included with this submission, if applicable. The Respondent affirms that all information provided is true and correct and that they are authorized to bind the entity.

Signature: _____

Printed Name: Russell Perry

Title: President

Date: 07/27/2026

Company Name: The Levy Company, LLC

Phone: 210-497-4500

Email: rperry@levycompany.com

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

_____ _____

Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form 3 – Texas Ethics Commission Certificate of Interested Parties (Form 1295)

Purpose

This form serves as an acknowledgment of the statutory requirement for certain vendors to file a Certificate of Interested Parties (Form 1295) with the Texas Ethics Commission (TEC) before a contract can be executed with the City of Brownsville.

The requirement applies to any contract that:

- Must be approved by the City Commission or executed by a City official before becoming effective, or
- Otherwise meets the criteria established by the Texas Ethics Commission under Texas Government Code §2252.908 and 1 Texas Administrative Code Chapter 46.

Respondent Acknowledgment

By signing below, the Respondent certifies and acknowledges the following:

1. The Respondent has reviewed the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46.
2. When applicable, the Respondent shall complete and file Form 1295 electronically at https://www.ethics.state.tx.us/filinginfo/1295/ to obtain a Certificate Number issued by the TEC.
3. The Respondent shall print, sign, and notarize the TEC Form 1295 and provide a PDF copy to the City of Brownsville Procurement Department **after** notice of intent to award but prior to contract execution.
4. The Respondent understands that the City may not execute a contract until a completed and verified Form 1295 is received.
5. The Respondent acknowledges that the Certificate of Interested Parties will be made publicly accessible on the TEC's website in accordance with state law.

Certification

By signing below, the undersigned Respondent certifies that they have read and understood the requirements of Texas Government Code §2252.908 and 1 TAC Chapter 46 and that a completed Form 1295 will be filed and provided to the City prior to contract execution, if applicable.

The Respondent further understands that the Form 1295 itself must be signed and notarized in accordance with TEC requirements.

Signature: _____

Printed Name: Russell Perry

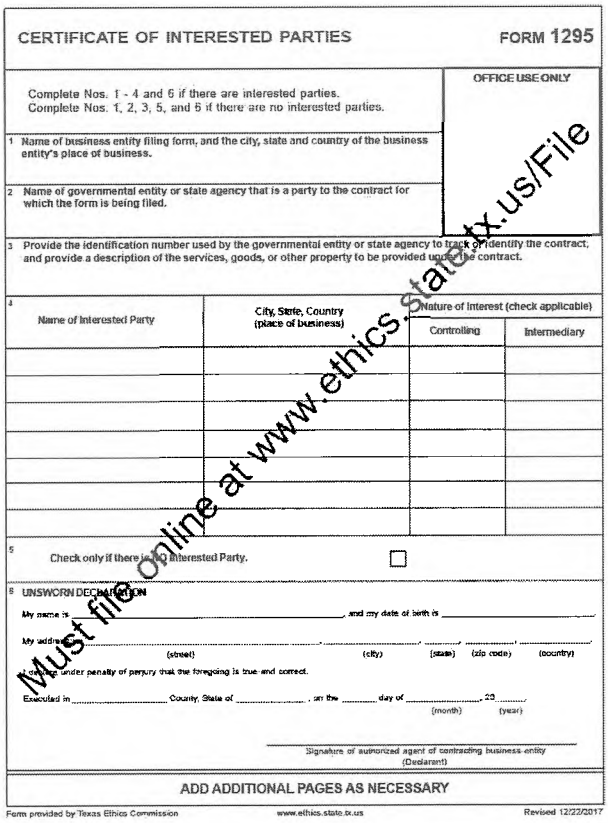
Title: President

Date: 07/27/2026

Company Name: The Levy Company, LLC

Phone: 210-497-4500

Email: rperry@levycompany.com



CERTIFICATE OF INTERESTED PARTIES — FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____ (month), 20_____ (year).

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Must file online at www.ethics.state.tx.us/File

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1521602

Date Filed:
09/28/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

The Levy Company, LLC
Selma, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The City of Brownsville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

271-26-EPW-IFB
Traffic Signal Improvements for the City of Brownsville

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Jacob Levy, and my date of birth is 5/13/1987.

My address is 16294 IH 35 North, Selma (city), TX (state), 78154 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Guadalupe County, State of Texas, on the 28th day of Sept. (month), 2026 (year).

[redacted]

Signature of authorized agent of contr[redacted]

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1521602

Date Filed:
09/28/2026

Date Acknowledged:
09/29/2026

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

The Levy Company, LLC
Selma, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The City of Brownsville

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

271-26-EPW-IFB
Traffic Signal Improvements for the City of Brownsville

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

FORM 14: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH

This project is funded by Coronavirus State and Local Fiscal Recovery Funds which requires all contractors and vendors to be in good standing according to SAM.gov and the Texas State Comptroller's office.

Verification of SAM.gov Status

1. Respondent must not be suspended or debarred at the time of the proposal submittal. The proposal response package must include a completed Non-Debarment Certification Form located **on the next page** herein.
2. All Respondents must be pre-vetted for eligibility to perform the outlined ARPA funded scope of work. A printed screenshot from the SAM.gov website verifies whether the Vendor is excluded from contract participation at the federal level.

Contract Award

The ARPA Award Recipient must verify the SAM.gov status of the Respondent(s) selected for contract award prior to execution of the contract as stated in the Non-Debarment Certification Form. The final verification of the Respondent's SAM.gov status is completed prior to contract award, and in addition to the initial verification documentation provided with the proposal response submittal.

ATTACHMENT I: SYSTEM FOR AWARD MANAGEMENT (SAM.GOV) RECORD SEARCH (CONTINUED)

NON-DEBARMENT CERTIFICATION FORM			
COMPANY/ENTITY LEGAL NAME: The Levy Company, LLC			
STREET ADDRESS: 16294 IH 35 North			
CITY: Selma	**STATE:** Texas	**ZIP:** 78154	
CONTACT NAME: Russell Perry			
CONTACT EMAIL: rperry@levycompany.com		**CONTACT PHONE:** 210-497-4500	
***UEI #**	GXHRRB1S3721	****TIN #**	

*Subrecipients are required to have a Unique Entity Identifier (UEI) Number prior to an award. All entities must be pre-vetted for eligibility/ability to perform the outlined ARPA funded scope of work and a record (PDF of SAM.gov screenshot) of SAM debarment clearance must be obtained prior to entering into any final contracts. **Beneficiary Entities are required to have UEI and/or TIN.

APPLICABLE REGULATIONS: As stated in the ARPA/SLFRF Terms & Conditions: *"OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19."*

Also, Federal Executive Order (E.O.) 12549: "Debarment" requires that contractors, beneficiaries or subrecipient organizations and their principals – who are receiving awards, using federal funds, are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from doing business with the federal government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify you from receiving or retaining funds. Information on debarment is available at the following website: www.sam.gov

Be advised that we may pursue available remedies per 2 CFR 180.360 as an ARPA recipient entity: *"If a federal agency later determines that you failed to tell the [awarding agency] that you were excluded or disqualified at the time you entered into the covered transaction with that person/awarding agency, the agency may pursue any available remedies, including suspension and debarment."*

[INITIAL]	CERTIFICATION & SIGNATURE
RP	**We hereby certify that we are not excluded, disqualified, or debarred from receiving federally funded awards.**
RP	**We hereby confirm that if that status should change within the course of this agreement, we will provide notification immediately. Failure to do so may result in this agreement's termination and/or the repayment of funds.**

Your signature certifies that the information provided on this form is correct and that neither you nor your principal(s) is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

SIGNATURE

Russell Perry, President — 07/27/2026

PRINTED NAME & TITLE — **DATE**

FOR DEPARTMENT USE ONLY		
SAM Debarment/Certification Record of Clearance	Yes [ ] No [ ]	Note:
State of Texas Debarred Vendor List Cleared	Yes [ ] No [ ]	Note:
Verified By:	Yes [ ] No [ ]	Date:

SAM.GOV

Exclusion Search Results 0 Total Results

Filter by:

Keyword (ALL)	Status
GXHRRB1S3721	Active

"General Decision Number: TX20260051 05/18/2026

State: Texas

Construction Types: Highway

Counties: Texas Counties of
Cameron, Hidalgo and Webb

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SATX2025-002 11/15/2023

	Rates	Fringes
WORK ZONE BARRICADE SERVICER	$ 15.81	0.00
WELDER	$ 21.35	0.00
TRUCK DRIVER, TRANSIT-MIX	$ 18.00	0.00
TRUCK DRIVER, TANDEM AXLE TRACTOR WITH SEMI TRAILER	$ 19.81	0.00
TRUCK DRIVER, SINGLE OR TANDEM AXLE DUMP TRUCK	$ 18.50	0.00
TRUCK DRIVER, SINGLE AXLE	$ 17.93	0.00
TRUCK DRIVER LOWBOY FLOAT	$ 27.10	0.00
SERVICER	$ 20.03	0.00
SCRAPER OPERATOR	$ 14.88	0.00
ROLLER OPERATOR, OTHER	$ 14.88	0.00
ROLLER OPERATOR, ASPHALT	$ 14.88	0.00
REINFORCING STEEL WORKER	$ 19.62	0.00
PIPELAYER	$ 15.48	0.00
MOTOR GRADER OPERATOR, ROUGH	$ 18.78	0.00
MOTOR GRADER OPERATOR, FINE GRADE	$ 21.55	0.00
MILLING MACHINE OPERATOR	$ 18.47	0.00
MECHANIC	$ 23.80	0.00
LOADER/BACKHOE OPERATOR	$ 16.37	0.00
LABORER, UTILITY	$ 16.79	0.00
LABORER, COMMON	$ 14.88	0.00
FRONT END LOADER OPERATOR, OVER 3 CY	$ 16.41	0.00
FRONT END LOADER OPERATOR, 3 CY OR LESS	$ 15.59	0.00
FORM SETTER, PAVING & CURB	$ 17.31	0.00
FORM BUILDER/SETTER, STRUCTURES	$ 18.59	0.00
FLAGGER	$ 14.56	0.00
EXCAVATOR OPERATOR, OVER 50,000 POUNDS	$ 19.29	0.00
EXCAVATOR OPERATOR, 50,000 POUNDS OR LESS	$ 18.99	0.00
CRAWLER TRACTOR OPERATOR	$ 20.27	0.00
CRANE OPERATOR, LATTICE BOOM 80 TONS OR LESS	$ 29.80	0.00
CONCRETE FINISHER, PAVING AND STRUCTURES	$ 19.13	0.00
BROOM OR SWEEPER OPERATOR	$ 15.22	0.00
ASPHALT RAKER	$ 15.02	0.00
ASPHALT PAVING MACHINE OPERATOR	$ 15.99	0.00
ASPHALT DISTRIBUTOR OPERATOR	$ 19.62	0.00

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

==========

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes

over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

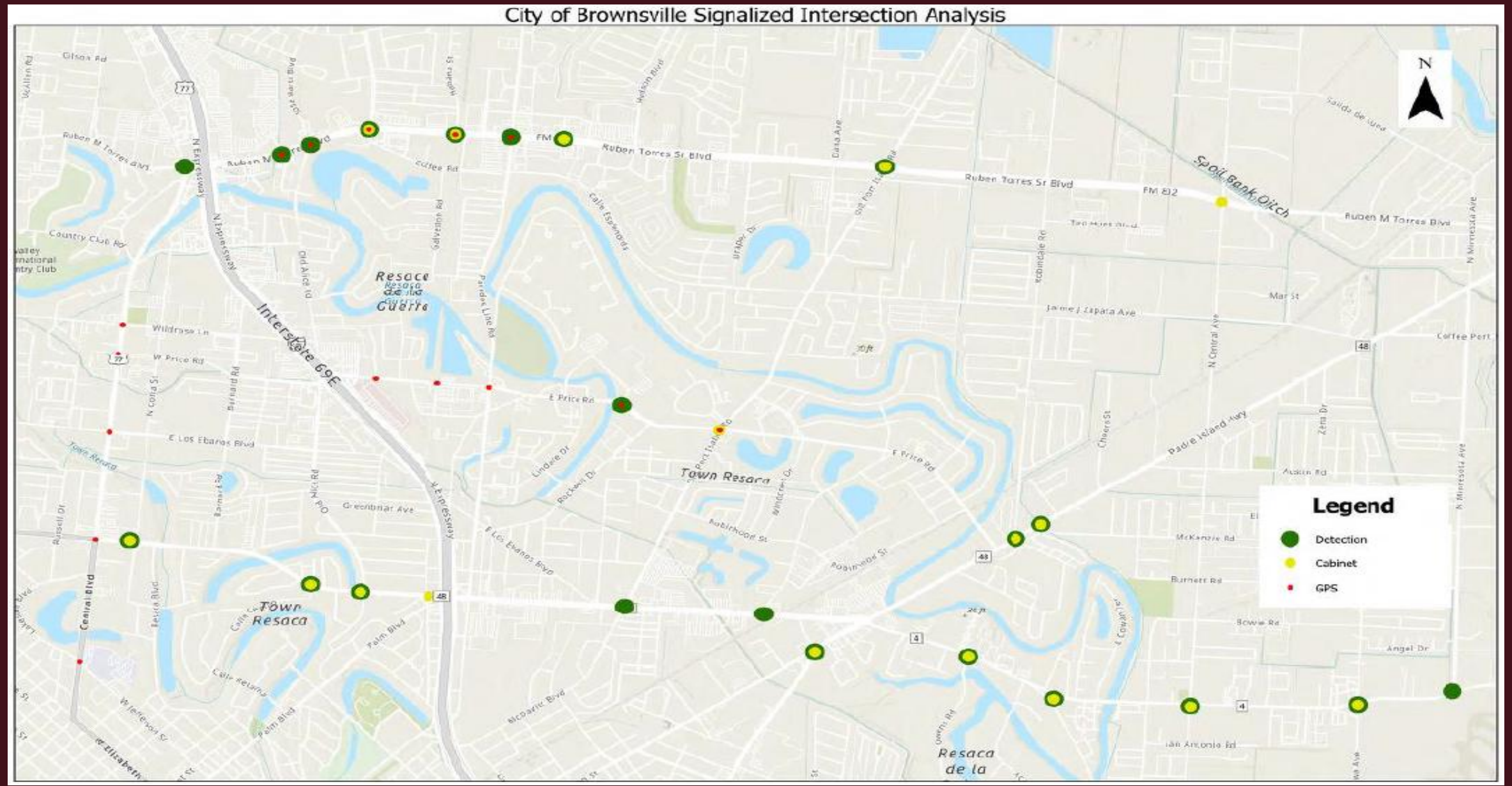
WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification

and rate) determination
On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:
Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:
Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:
Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.
==
END OF GENERAL DECISION
"


City of Brownsville Signalized Intersection Analysis
N
Legend
Detection
Cabinet
GPS
Ruben Torres Sr Blvd
FM 802
Spoil Bank Ditch
Ruben M Torres Blvd
Interstate 69E
Resaca de la Cuerte
Town Resaca
Resaca de la
Country Club Rd
Wildrose Ln
W Price Rd
E Price Rd
F Price Rd
E Los Ebanos Blvd
Jaime J Zapata Ave
Padre Island Hwy
Coffee Port
Burnett Rd
Bowie Rd
Angel Dr
Palm Blvd
Central Blvd
Greenbriar Ave
Robinhood St
Roanwood St
McKenzie Rd
Austin Rd
Mar St
Cheers St
Zena Dr
Lindare Dr
Rockett Dr
Windcrest Dr
Calle Esplendora
Calle Retama
Jefferson St
Queen Rd
San Antonio Rd
Old Alice Rd
Parades Line Rd
Old Port Isabel Rd
Schindale Rd
Draper Dr
Coffee Rd
Salida de Agua
N Minnesota Ave
N Central Ave
N Conta St
Barnard Rd
Russell Dr
Town Resaca
Old Hwy
Nicolette Blvd
Queen Rd
Ave E
Ave F
Ave G
Ave H
Ave I
Ave J
Ave K
Ave L
Ave M
Ave N
Ave O
Ave P
Ave Q
Ave R
Ave S
Ave T
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Ave V
Ave W
Ave X
Ave Y
Ave Z
Ave AA
Ave BB
Ave CC
Ave DD
Ave EE
Ave FF
Ave GG
Ave HH
Ave II
Ave JJ
Ave KK
Ave LL
Ave MM
Ave NN
Ave OO
Ave PP
Ave QQ
Ave RR
Ave SS
Ave TT
Ave UU
Ave VV
Ave WW
Ave XX
Ave YY
Ave ZZ

Docusign Envelope ID: 9CCBB100-A89B-893A-82C6-E1B7E0328E0E

600 W Interstate 2 | Pharr, Texas 78577
956.702.6100
txdot.gov

September 21, 2026

The Honorable Mayor John Cowen, Jr.

City of Brownsville

1001 E. Elizabeth Street

Brownsville, TX, 78522

RE: Concurrence to Award
Traffic Signal Improvements
CSJ: 0921-06-371

Dear Mayor Cowen,

We have completed our review of the bid package and analysis that was included with the City of Brownsville letter dated August 28, 2026, and do concur with awarding the contract to the Levy Company, Inc. with their low bid amount of $1,322,190.00. The City of Brownsville may now award the contract and move forward with construction operations.

Ms. Yahaira Marroquin, out of the San Benito Area Office, will serve as the construction project manager and will be your point of contact from this point forward. Please work directly with her to ensure all requirements are met for you to receive the federal/state funding participation outlined in the Advance Funding Agreement. In addition, and as a reminder, the local government construction procedures that the City of Brownsville will need to follow can be found at:
https://www.txdot.gov/business/resources/lgp/toolkit.html

Docusign Envelope ID: 9CCBB100-A89B-893A-82C6-E1B7E0328E0E

If you have any questions, feel free to call me or our Traffic Section Engineering Supervisor, Ms. Nayely Parra, P.E., at (956) 702-6152.

Sincerely,

DocuSigned by:
Pedro R. Alvarez
EABA335C2DAA48C...

Pedro R. Alvarez, P.E.
Pharr District Engineer

Cc: Alan Guard, ICMA-CM, CGFO, City Manager, City of Brownsville
Doroteo Garcia Jr., P.E., Assistant City Manager
Carlos Lastra, P.E., City Engineer, City of Brownsville
Lucio S. Gutierrez, P.E., Traffic Manager, City of Brownsville, RPIC City of Brownsville
Rex A. Costley, P.E., Pharr Deputy District Engineer
Norma Y. Garza, P.E., Pharr District Director of Transportation Planning & Development
Gabriel I. Garcia, P.E., Pharr District Director of Transportation Operations
Andres Espinoza, P.E., San Benito Area Engineer
Beethoven Garcia, P.E., Pharr District Advanced Project Delivery Supervisor
Nayely Parra, P.E., Pharr District Traffic Section Supervisor
Jesus Sanchez Chavez, P.E., TxDOT Project Manager, Pharr District Traffic Section
Gabriel Villarreal, P.E., San Benito Assistant Area Engineer
Yahaira Marroquin, TxDOT Project Manager, San Benito Area Office

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	Stephen Muse, Accountant III
Date:	Tuesday, October 20, 2026
Agenda #:	Consideration and **ACTION** on **Resolution Number 2026-136** authorizing publication and posting of notice of intention to issue certificates of obligation in the maximum principal amount of $27,000,000 to: (i) acquire, construct, improve, repair and equip landfill facilities; (ii) acquire, construct, improve, repair, and equip, streets, sidewalks, trails, bridges, parking structures, and drainage improvements, together with rights-of-way acquisition, traffic and street signalization, landscaping, and lighting improvements; (iii) acquire, construct, improve, repair and equip public safety facilities and facilities physically attached thereto, including fire department facilities and emergency medical services facilities; (iv) acquire, construct, improve and equip facilities to improve city telecommunications, wireless communications, information technology systems, applications, hardware, software, and cybersecurity; (v) acquire, construct, improve, repair, expand, and equip municipal parks and recreational facilities generally accessible to the public; (vi) acquire, construct, improve, repair, and equip improvements to animal shelter facilities; (vii) purchase materials, supplies, equipment, machinery, buildings, land, and rights-of-way for authorized needs and purposes, including in relation to the aforementioned capital improvements; and (viii) pay for professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuance. (Financial Services Department)

Summary:

Summary of Proposed CO Debt-Funded Projects

- Facility Maintenance – $500,000
  - HVAC upgrades at the Brownsville Animal Regulation and Care Facility to improve building conditions and support continued facility operations.

- Engineering & Public Works – $7,890,000

- $2,770,000 for heavy equipment purchases supporting street maintenance, drainage, stormwater management, and other public works operations.
- $5,120,000 for traffic signal infrastructure, pedestrian safety improvements, traffic control cabinets, and replacement of existing traffic detection loops with radar technology.
- Debt service for certain stormwater and drainage-related equipment, totaling $1,740,000, will be repaid using drainage study fee revenues.

- Landfill – $8,832,223
  - $3,700,000 for development of Landfill Cell No. 6.
  - $500,000 for an equipment canopy structure.
  - $4,632,223 for landfill equipment, including a concrete pulverizer, compactor, dozer, rollers, front loader, and incinerator.
  - Debt service for these projects will be repaid using landfill operating revenues.

- Multimodal Transportation & Mobility – $1,290,000
  - $102,119 for Safe Streets for All trail projects.
  - $1,187,881 for Intelligent Transportation Systems (ITS) contingency funding.

- Fire & Emergency Medical Services – $3,700,000
  - $1,000,000 for the new Downtown Central Fire Station.
  - $1,300,000 for the Fire Engine Replacement Plan.
  - $500,000 for a brush truck/quick attack unit.
  - $900,000 for cardiac monitors to enhance emergency medical response capabilities.

- Parks & Recreation – $150,000
  - Funding for Brownsville Beautification Committee projects supporting community appearance and beautification initiatives.

- Planning & Redevelopment – $1,040,000
  - $1,000,000 for downtown improvements.
  - $40,000 for historic preservation initiatives.

- Information Technology – $2,200,000
  - Funding for an Enterprise Resource Planning (ERP) system upgrade to modernize the City's financial and administrative systems, improve operational efficiency, and enhance financial reporting capabilities.

Project Scope and Analysis:
N/A

Funding:

Source: CO Proceeds

Amount: Not to Exceed $27 million

Local Contribution if Applicable:

Recommendation:
Financial services staff recommends approval

Commission Pillar:
Governance

Attachments:
1. 2.03 Reso 2026-136v2 - Notice of Intent

RESOLUTION NO. 2026-136

RESOLUTION AUTHORIZING PUBLICATION AND POSTING OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION TO FINANCE CERTAIN CAPITAL IMPROVEMENTS

THE STATE OF TEXAS '
COUNTY OF CAMERON '
CITY OF BROWNSVILLE '

WHEREAS*,** the City Commission of the **CITY OF BROWNSVILLE, TEXAS** (the "City***") hereby determines that it is necessary and desirable to:

(i) acquire, construct, improve, repair and equip landfill facilities;

(ii) acquire, construct, improve, repair, and equip, streets, sidewalks, trails, bridges, parking structures, and drainage improvements, together with rights-of-way acquisition, traffic and street signalization, landscaping, and lighting improvements;

(iii) acquire, construct, improve, repair and equip public safety facilities and facilities physically attached thereto, including fire department facilities and emergency medical services facilities;

(iv) acquire, construct, improve and equip facilities to improve city telecommunications, wireless communications, information technology systems, applications, hardware, software, and cybersecurity

(v) acquire, construct, improve, repair, expand, and equip municipal parks and recreational facilities generally accessible to the public;

(vi) acquire, construct, improve, repair, and equip improvements to animal shelter facilities;

(vii) purchase materials, supplies, equipment, machinery, buildings, land, and rights-of-way for authorized needs and purposes, including in relation to the aforementioned capital improvements; and

(viii) pay for professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuance (collectively, the "***Project***s").

WHEREAS, the City Commission of the City intends to finance the Projects from proceeds derived from the sale of one or more series of "*Combination Tax and Revenue Certificates of Obligation*" issued by the City pursuant to Sections 271.041 - 271.064, Texas Local Government Code, as amended; and

WHEREAS, pursuant to Section 271.049, Texas Local Government Code, the City Commission deems it advisable to give notice of intention to issue certificates of obligation, in one or more series, in an amount not to exceed an aggregate of *$27,000,000* for the purpose of paying, in whole or in part, the Projects, to pay all or a portion of the legal, fiscal and engineering fees in connection with the Projects, and to pay the costs of issuance related to the certificates of obligation; and

WHEREAS, it is hereby officially found and determined that the meeting at which this resolution was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS:

SECTION 1. APPROVAL OF NOTICE OF INTENTION. Attached hereto as *Exhibit A* is a form of the "*Notice of Intention to Issue Combination Tax and Revenue Certificates of Obligation,*" the form and substance of which is hereby adopted and approved. The City Manager, Deputy City Manager, Chief Financial Officer, Director of Finance, and the City Secretary of the City are each authorized to make changes to the Notice as necessary prior to its publication and posting as described in Sections 3 and 4 below.

SECTION 2. PUBLICATION OF NOTICE OF INTENTION IN NEWSPAPER. The City Secretary, Chief Financial Officer or Director of Finance shall cause the Notice to be published in substantially the form attached hereto in a newspaper, as defined by Subchapter C, Chapter 2051, Government Code, that is of general circulation in the area of the City, on the same day in each of two consecutive weeks, the date of the first publication thereof to be at least 46 days before the date tentatively set for the passage of the ordinance authorizing the issuance of such certificates of obligation as shown in the Notice.

SECTION 3. POSTING OF NOTICE OF INTENTION ON CITY'S WEBSITE. The City Secretary, Chief Financial Officer or Director of Finance shall further cause the Notice to be posted on the City's internet website beginning at least 45 days before, and continuing through, the date tentatively set for the passage of the ordinance authorizing the issuance of such certificates of obligation as shown in the Notice.

SECTION 4. INCORPORATION OF RECITALS. The City Commission hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the City Commission hereby incorporates such recitals as a part of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective immediately upon passage.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS AT A REGULAR MEETING ON THE 20TH DAY OF OCTOBER, 2026.

_____
Mayor
City of Brownsville, Texas

Attest:

_____
City Secretary
City of Brownsville, Texas

(City Seal)

EXHIBIT A

FORM OF

CITY OF BROWNSVILLE, TEXAS
NOTICE OF INTENTION TO ISSUE
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

The City Commission of the City of Brownsville, Texas (the "City") does hereby give notice of intention to issue one or more series of *City of Brownsville, Texas Combination Tax and Revenue Certificates of Obligation* in the maximum aggregate principal amount not to exceed *$27,000,000* for the purpose of paying, in whole or in part, contractual obligations to: (i) acquire, construct, improve, repair and equip landfill facilities; (ii) acquire, construct, improve, repair, and equip, streets, sidewalks, trails, bridges, parking structures, and drainage improvements, together with rights-of-way acquisition, traffic and street signalization, landscaping, and lighting improvements; (iii) acquire, construct, improve, repair and equip public safety facilities and facilities physically attached thereto, including fire department facilities and emergency medical services facilities; (iv) acquire, construct, improve and equip facilities to improve city telecommunications, wireless communications, information technology systems, applications, hardware, software, and cybersecurity; (v) acquire, construct, improve, repair, expand, and equip municipal parks and recreational facilities generally accessible to the public; (vi) acquire, construct, improve, repair, and equip improvements to animal shelter facilities; (vii) purchase materials, supplies, equipment, machinery, buildings, land, and rights-of-way for authorized needs and purposes, including in relation to the aforementioned capital improvements; and (vii) pay for professional services in connection therewith including legal, engineering, architectural and fiscal fees and the costs of issuance. The City proposes to provide for the payment of such Certificates of Obligation from the levy and collection of ad valorem taxes in the City as provided by law and from a lien on and pledge of "Surplus Revenues," if any, received by the City from the ownership and operation of the City's municipal landfill system. The current principal of all currently outstanding debt obligations of the City is $355,576,000, the combined principal and interest required to pay all currently outstanding debt obligations of the City on time and in full is $518,212,404, the estimated combined principal and interest required to pay the proposed Certificates on time and in full is $44,551,630, the maximum interest rate for the proposed Certificates may not exceed the maximum legal interest rate, and the maximum maturity date of the proposed Certificates is February 15, 2047. The City Commission proposes to authorize the issuance of such Certificates of Obligation at 5:00 p.m. on December 15, 2026 at a Regular Meeting at the City Hall, City of Brownsville, Texas.

/s/ John Cowen, Jr.
Mayor, City of Brownsville, Texas

CERTIFICATE FOR RESOLUTION

I, the undersigned City Secretary of the **CITY OF BROWNSVILLE, TEXAS** (the "***City***"), hereby certify as follows:

1. The City Commission of the City (the "***City Commission***") convened in Regular Meeting on October 20, 2026 (the "***Meeting***"), and the roll was called of the duly constituted officers and members of the City Commission, to wit:

John Cowen, Jr., Mayor
Tino Villarreal, Jr., Mayor Pro Tem, Commissioner, At-Large "A"
Nurith Galonsky, Commissioner At-Large "B"
Bryan L. Martinez, Commissioner, District 1
Linda C. Macias, Commissioner, District 2
Gustavo De León, Commissioner, District 3
Pedro Cardenas, Commissioner, District 4

and all of said persons were present, except the following absentees: _____ _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written Resolution entitled:

RESOLUTION AUTHORIZING PUBLICATION AND POSTING OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION TO FINANCE CERTAIN CAPITAL IMPROVEMENTS

(the "***Resolution***") was duly introduced for the consideration of the City Commission. It was then duly moved and seconded that the Resolution be passed; and, after due discussion, said motion, carrying with it the passage of the Resolution, prevailed and carried by the following vote:

AYES: ____ NOES: ____ ABSTENTIONS: ____

2. A true, full and correct copy of the Resolution passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Resolution has been duly recorded in the City Commission' minutes of the Meeting; the above and foregoing paragraph is a true, full and correct excerpt from the City Commission' minutes of the Meeting pertaining to the passage of the Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Commission as indicated therein; each of the officers and members of the City Commission was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the Meeting, and that the Resolution would be introduced and considered for passage at the Meeting, and each of said officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and public notice of the time, place and purpose of the Meeting was given, all as required by Texas Government Code, Chapter 551.

SIGNED AND SEALED the 20th day of October, 2026.

(SEAL)

_____
City Secretary
City of Brownsville, Texas

To:	Mayor and City Commission
Through:	Alan Guard, Interim City Manager
From:	
Date:	Tuesday, October 20, 2026
Agenda #:	Consideration and **ACTION** on **Resolution Number 2026-132-A** to appoint members of the City of Brownsville Sports Commission Advisory Board. (Convention & Visitors Bureau and Office of Space Commerce)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

1. Brownsville Sports Commission Resolution 2026-132 (2)
2. Board Template - Sports Commission Oct 6, 2026 - Resolution 2026-132

RESOLUTION NUMBER 2026-132-A

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE BROWNSVILLE SPORTS COMMISSION ADVISORY BOARD.

WHEREAS, the purpose of the Brownsville Sports Commission is to provide guidance and recommendations to the Brownsville Convention and Visitors Bureau (CVB) on strategies to attract sporting events, tournaments, and sports-related visitors, and to enhance the city's image as a premier sports tourism destination; and

WHEREAS, the Brownsville CVB serves as the official destination marketing organization for the City of Brownsville;and

WHEREAS, the Brownsville Sports Commission strives to be an economic engine for the City of Brownsville by increasing demand in the Brownsville Metropolitan Statistical Area (MSA) for hotel rooms, attractions, retail, and restaurants, and by supporting local agencies and organizations through local, regional, national, and international promotion of sporting events; and

WHEREAS, the Brownsville Sports Commission supports the development of sports marketing initiatives, events, and partnerships that drive economic growth and strengthen Brownsville's hospitality and tourism industry; and

WHEREAS, the total number of Sports Commission members shall be nine (7) voting members, as designated by the affirmative vote of the majority of members then in office, and one (1) non-voting ex officio member; and

WHEREAS, the City Commission shall appoint seven (7) of the voting members, and the term of the voting members shall commence October 2026 for a term of two (2) years.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Brownsville, Texas, that the Brownsville Sports Commission Advisory Board is hereby established in accordance with the terms set forth above, and shall serve in an advisory capacity to the Brownsville Convention and Visitors Bureau.

The following individuals are appointed to serve as members on the Brownsville Sports Commission Advisory Board.

Name	**Appointed By**

PASSED and **APPROVED o**n this 20th day of October 2026

City of Brownsville

_____

John Cowen, Jr.
Mayor

ATTEST:

_____

Mayra Rios, City Secretary

Resolution Number: 2026-132-A Borad Liaison: Malinalli Montesam	Name of the Board or Commission: Brownsville Sports Commission Advisory Board	City Commission Meeting Date: October 20, 2026
Composition: 7	Special Requirements: (7) Selected by City Commission	
Highlighted in Yellow: Are interested in seeking reappointment	Vacancies: 7	

Members	Residing District	Term	Appointed on	Expires	Eligible for Re-Appt (Y/N)	Appointed by	Serving on Other City Boards
Commissioner Tino Villarreal			10/6/2026	Term of Office		EX-Officio	
Adrian Delgado			10/6/2026	06/30/2027		Mayor	
Albert Chavez			10/6/2026	06/30/2027		At-Large "A"	
Francisco Lozano			10/6/2026	06/30/2027		At-Large "B"	
Baldemar Cortez Jr.			10/6/2026	06/30/2027		District 1	
Julio Lozano			10/6/2026	06/30/2027		District 2	
				06/30/2027		District 3	
Gilberto Rico			10/6/2026	06/30/2027		District 4	

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS

Applicants Name	Residing District	Application Received Date	Serving on Other City Boards	Areas of Interest
Ismael Miles Sanchez	1	9/28/2026		
Jacquelyn R Gonzalez	1	9/28/2026		
Francisco Lozano	1	9/1/2026		
Lysset E Rivera	1	9/28/2026		
Michael C Barron	1	9/29/2026		
Alfredo Villarreal	1	9/28/2026		
Derek Benavides	2	9/3/2026		
Francisco Chavez	2	9/1/2026		
Adrian Delgado	2	9/21/2026		
Juan Antonio Granja	2	9/1/2026		
Ernesto Hernandez	2	9/1/2026		

Luis Gonzalez	2	9/28/2026		
Matthew L Rosas	2	9/22/2026		
Nathaniel Hite	2	9/28/2026		
Juan Sanchez	2	9/1/2026		
Delia Soto	2	9/2/2026		
Marco Valdez	2	9/1/2026		
Cecilio Bañuelos	3	9/21/2026		
Eduardo Arredondo	3	9/28/2026		
Erik A Gomez	3	9/3/2026		
Julian G Maldonado	3	9/28/2026		
Jorge I Montero	3	9/3/2026		
Guillermo Perez	3	9/10/2026		
Samantha Quezada	3	9/1/2026		
Blanca Y Hernandez	4	9/28/2026		
Jorge A Hernandez	4	9/3/2026		
Roberto Ramirez	4	9/1/2026		
Ramiro Maldonado	4	9/28/2026		
Jesus M Saldivar	4	9/2/2026		
Juan Vela	Outside of city limits	9/2/2026		

RESOLUTION NUMBER 2026-138

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, AUTHORIZING THE ACQUISITION AND FILING OF EMINENT DOMAIN PROCEEDINGS AND PAYMENT TO ACQUIRE A PERMANENT DRAINAGE EASEMENT NEEDED FOR THE COFFEE ROAD DRAINAGE PHASE II PROJECT FOR THE PUBLIC USE OF PROVIDING DRAINAGE IMPROVEMENTS ALONG COFFEE ROAD, TO INCLUDE THE EXTENSION, IMPROVEMENT, AND ENLARGEMENT OF THE CITY'S DRAINAGE SYSTEM, SAID EASEMENT BEING A 20 FEET, MORE OR LESS, STRIP OF THE PROPERTY LEGALLY DESCRIBED AS EL JARDIN SUBDIVISION SHARE 19 LOT 21 BLK 2 & AKA SW CORNER BLK 29 EL JARDIN SH-19 (.51 AC), 0. 5100 ACRES, RECORDED IN DOCUMENT NO. 200747606, OFFICIAL PUBLIC RECORDS, CAMERON COUNTY, TEXAS, CAMERON COUNTY APPRAISAL DISTRICT (CCAD) PROPERTY ID NO. 40883, GEOGRAPHIC ID 02-7900-0290-0210-00. THE OWNER OF THE NEEDED PROPERTY IS GILBERTO FLORES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Brownsville, Texas ("City"), by authority of Chapter 251 of the Texas Local Government Code, Chapter 21 of the Texas Property Code, and by virtue of Article II, Miscellaneous Powers, Section 1, Corporate Powers, Section 5, Acquisition of Property, Section 9, Right of eminent domain, Section 10, Ownership of public utilities, and Section 21, Parks and playgrounds, of the City Charter as a home-rule municipality, is authorized to initiate eminent domain proceedings to acquire real property for a public purpose in order to complete drainage and parkland improvements, and other public purposes; and

WHEREAS, the City Commission of the City of Brownsville ("City Commission") has investigated and determined that, there is a public necessity for the acquisition, by eminent domain, of a permanent drainage easement, among other municipal purposes, on the following tract of land (the "Property") located as follows:

> EL JARDIN SUBDIVISION SHARE 19 LOT 21 BLK 2 & AKA SW CORNER BLK 29 EL JARDIN SH-19 (.51 AC), 0. 5100 acres, recorded in Document No. 200747606, Official Public Records, Cameron County, Texas, Cameron County Appraisal District (CCAD) Property ID No. 40883, Geographic ID 02-7900-0290-0210-00; and

WHEREAS, the City Commission has investigated and determined that the taking of said real property is necessary for public use; and

WHEREAS, it is necessary to establish procedures for determining the establishment and approval of just compensation for the Property to be acquired by eminent domain as required by law; and

WHEREAS, the City Manager, or his designee, is required to make a bona fide offer, as defined by and in compliance with Chapter 21 of the Texas Property Code, to acquire the Property for public use voluntarily from the owner(s) prior to moving forward with acquisition by eminent domain; and

WHEREAS, the City Manager, or his designee, will seek, if not already obtained, a third-party appraisal and then will make bona fide final offers based on the appraisal(s) to the owner(s) of the Property, if not already made, which may or may not be accepted by the Property's owner(s); and

WHEREAS, the City, through its authorized representatives, will make final offers based on the appraisal(s) to the owner(s) of the Property, who may not agree upon the just compensation to be paid them for the Property herein described and the City, therefore hereby authorizes and directs the Office of the City Attorney ("OCA") to institute proceedings in eminent domain to acquire the herein described Property for drainage and parkland improvements and other public uses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, THAT:

Section 1. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Commission and made a part hereof for all purposes as findings of fact.

Section 2. The City Commission hereby officially determines that there is a public use and necessity for acquiring the Property, and the public welfare and convenience will be served by the acquisition, by eminent domain, of the Property, and it is the City's intent to acquire the Property for drainage improvements, and other public uses, on the Property as more specifically described in and depicted on Exhibits "A", attached hereto, specifically for the municipal functions of drainage and other public uses.

Section 3. The City Commission hereby authorizes the City Manager or his designee to obtain, review, and accept a third party's appraisal report, if not acquired already. In the event of failed attempts to negotiate with any owner(s) of the Property after making a bona fide initial offer and, following receipt of the third party's appraisal, making a bona fide final offer, the City Commission hereby authorizes the OCA to commence and conduct all parts of the condemnation proceedings under the Texas Property Code, and other applicable law, for the acquisition of the Property for drainage improvements and other public uses on the Property by eminent domain.

Section 4. The City Manager, or his designee, is hereby authorized to execute all documents necessary to acquire the Property for drainage improvements and other public uses on the Property, on behalf of the City, whether by purchase of the permanent easement or eminent domain. The City Commission hereby ratifies any and all negotiations, offer letters, and all documents executed, prior to the effective date of this Resolution, by the City Manager or his designee, which were necessary for the acquisition of the Property for these said purposes.

Section 5. It is the intent of the City Commission that this Resolution authorizes the condemnation of all Property for the purposes herein stated. If it is determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised

descriptions, OCA or its designee is authorized to have such errors corrected or revisions made without the necessity of obtaining a new City Commission resolution authorizing condemnation of the corrected or revised property.

Section 6. The amount to be paid, if any, for acquiring the Property, will be appropriated from any lawful source.

Section 7. In the event that Special Commissioners appointed by the Court during condemnation proceedings return an award for just compensation to be paid by the City, OCA is hereby authorized to settle the lawsuit for that amount. The City's Finance Director is hereby authorized to issue a check or ACH from the appropriate fund in the amount of the Special Commissioners' award made payable to the owner(s) or to the County Clerk of Cameron County, to be deposited into the registry of the Court, to enable the City to take possession of the Property without further action of the City Commission. If the City Manager believes such award should be appealed, the award may still be paid to take possession, but the City Manager shall put the question of whether to appeal on the next available City Commission agenda for consideration. If there is no such City Commission meeting before the deadline to appeal, the City Manager may direct OCA to file the appeal and then place the matter on the next available City Commission agenda to either pursue or withdraw the appeal.

Section 8. If any section, article, paragraph, sentence, clause, phrase, or word of this Resolution , or application thereto any persons or circumstances, is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Commission hereby declares it would have passed such remaining portions of this Resolution despite such invalid portions, which remaining portions shall remain in full force and effect.

Section 9. It is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

Section 10. This Resolution shall take effect immediately upon its passage.

PASSED and **APPROVED** on this the 20th day of October 2026.

CITY OF BROWNSVILLE

_____

John Cowen, Jr.
Mayor

ATTEST:

_____

APPROVED AS TO LEGALITY AND FORM:

_____

Mayra Rios, TRMC
City Secretary

Guillermo (“Will”) S. Trevino
City Attorney

Exhibit “A”