

Webb County, Texas

Webb County Fairground Parking Improvement Project – Phase 2

SPECIAL PROVISIONS

Preface:

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

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

References to “Proposal” have been changed to “Bid” in the County’s documents for this contract, including many standard TxDOT terms such as “Examination of Site Work and Bid (Proposal)”. This shall be accounted for when working contract documents prepared by the County with those standards prepared by TxDOT.

References made to specific section numbers in these Special Provisions, or in any of the various documents which constitute the complete Contract Documents, shall, unless otherwise denoted, be construed as referenced to the corresponding section of the “Standard Specifications” issued by the Texas Department of Transportation in 2014.

Webb County, Texas

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

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

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

- ITEM 100 PREPARING RIGHT OF WAY (103)
- ITEM 110 EXCAVATION
- ITEM 132 EMBANKMENT (7) (100) (204) (210) (216) (275) (400)
- ITEM 164 SEEDING FOR EROSION CONTROL
- ITEM 204 SPRINKLING
- ITEM 216 PROOF ROLLING
- ITEM 247 FLEXIBLE BASE 204) (210) (216)
- ITEM 275 CEMENT TREATMENT (210) (216) (275) (300)
- ITEM 310 PRIME COAT (300)
- ITEM 314 EMULSIFIED ASPHALT TREATMENT
- ITEM 316 SURFACE TREATMENTS (300) (302)
- ITEM 340 DENSE-GRADED HOT-MIX ASPHALT (SMALL QUANTITY)
- ITEM 341 DENSE-GRADED HOT-MIX ASPHALT
- ITEM 496 REMOVING STRUCTURS
- ITEM 500 MOBILIZATION
- ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING
- ITEM 644 SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES (421) (440) (441) (442) (445)
(636)
- ITEM 658 DELINEATOR AND OBJECT MARKER ASSEMBLIES (445)
- ITEM 666 REFLECTORIZED PAVEMENT MARKINGS

SPECIAL SPECIFICATIONS

- ITEM 1122 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL
CONTROLS
- ITEM 3268 DENSE-GRADED HOT-MIX ASPHALT (210)(300)(301)(320)
(520)(585)

GUIDE SCHEDULE OF SAMPLING & TESTING

MARCH 2015



Using the Guide Schedule

Research of sampling and testing rates listed for project tests in the following Guide Schedule show that the Department's and the Contractor's risk of either rejecting "good" material or accepting "bad" material range from 20% to 40%.

To reduce this risk, we recommend that the sampling rate be increased during initial production. A four-fold increase in testing frequency will generally reduce risk to approximately 5%. The intent of increasing testing at the start of production is to insure that the Contractor's processes are in control and to establish acceptability requirements early.

There is a need to increase the frequency of testing for high-variability materials and when testing results do not meet specifications. The Engineer may require the Contractor to reimburse the Department for costs resulting from failing test results, in accordance with the specifications.

Materials incorporated in TxDOT projects are subjected to various quality assurance procedures such as testing (as outlined in this document), certification, quality monitoring, approved lists, etc. The Engineer and testing staff should familiarize themselves with materials to be used before work begins by reviewing the specifications and this document. Discuss material testing requirements with the Contractor.

Other testing required by the specifications, but not shown in the Guide Schedule, should be performed at a frequency necessary to provide adequate confidence that materials meet specifications.

NOTE: For projects subject to FHWA construction oversight activities, use the "[Letter of Certification of Materials Used](#)" to document reasons for material acceptance when a test fails. For all other projects, document the justification and explanation for acceptance of materials that fail project tests in the project file.

Assuring the quality of the product and proper incorporation of materials into the project begins with proper sampling practices. Sampling, testing, and construction inspection must be performed collaboratively to assure the specific attributes of the finished product reflect quality workmanship. Sampling guidance for hot-mixed asphalt is contained in Tex-225-F, Random Selection of Bituminous Mixture Samples, and the respective specification for that material. All remaining materials are covered by method and materials specifications, to which the following applies.

For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows:

- Soils/flexible base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.
- Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
- Concrete (structural and miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Tests for slump, air, and temperature should be done often to ensure the consistent control of the concrete production (not applicable to miscellaneous concrete).

This Guide Schedule is applicable to all contracts associated with the 2014 Standard Specifications.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	
EMBANKMENT (CUTS & FILLS)	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or project site (B)	Materials with PI ≤ 15: 10,000 CY	For type A embankment or when required by the plans. This test may be waived for embankment cuts as directed by the Engineer. Determine a new liquid limit and plasticity index for each different material or notable change in material. Sample in accordance with Tex-100-E.
	Plasticity Index (A)	Tex-106-E		Materials with PI > 15: 5,000 CY	
	Gradation	Tex-110-E		Each 10,000 CY	When shown on plans. This test may be waived for embankment cuts, as directed by the Engineer. Sample in accordance with Tex-100-E.
	Moisture/Density	Tex-114-E		As directed by the Engineer	Not required for ordinary compaction. Determine a new optimum moisture and maximum density for each different material or notable change in material. Sample in accordance with Tex-100-E.
	In-place Density (A)	Tex-115-E	As designated by the Engineer	Fill: each 5,000 CY min. 1 per lift.	Not required for ordinary compaction. Determine a new optimum moisture and maximum density according to Tex-114-E for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
			Cut: each 6,000 LF		
RETAINING WALL (NON-SELECT BACKFILL)	As shown above for Embankment (Cuts and Fills)		As shown above for Embankment (Cuts and Fills)	As shown above for Embankment (Cuts and Fills)	Sample in accordance with Tex-100-E.
RETAINING WALL (SELECT BACKFILL)	Gradation	Tex-110-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Resistivity (A)	Tex-129-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	For material with resistivity between 1,500 and 3,000 ohm-cm, determine chloride and sulfate content, as specified in Item 423. Sample in accordance with Tex-400-A.
	pH (A)	Tex-128-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.

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			LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	
RETAINING WALL (SELECT BACKFILL) (continued)	Soundness	Tex-411-A	During stockpiling operations, or from completed stockpile	1 per source, per project	Test when backfill sources appear to contain particles such as shale, caliche, or other soft, poor-durability particles. Sample in accordance with Tex-400-A.
	In-place Density (A)	Tex-115-E	As designated by the Engineer.	1 per backfill lift, per wall	Not required for rock backfill. For walls greater than 500 ft. in length, perform one test per lift for every 500 ft. in length. (F) Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E for each different material or notable change in material and adjust the density accordingly.
UNTREATED BASE COURSES	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	
	Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Moisture/Density	Tex-113-E	From completed stockpile at the source (E)	Each 20,000 CY	Not required for ordinary compaction. Sample in accordance with Tex-400-A.
	Wet Ball Mill (A)	Tex-116-E	From completed stockpile at the source (E)	Each 20,000 CY	As required by the plans. Sample in accordance with Tex-400-A.
	Strength (A)	Tex-117-E	From completed stockpile at the source (E)	Each 20,000 CY	As required by the plans. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY. Sample in accordance with Tex-400-A.

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TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES						
			PROJECT TESTS			
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS	
UNTREATED BASE COURSES	In-place Density (A)	Tex-115-E	As designated by the Engineer	Each 3,000 CY, min. 1 per lift	Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.	
	Thickness (A)	Tex-140-E	As designated by the Engineer	Each 3,000 CY	Not required where survey grade control documents compliance.	
TREATED SUBGRADE AND BASE COURSES	SUBGRADE BEFORE TREATMENT	Organic Content	Tex-148-E	As designated by the Engineer	1 per 500 linear feet or 5,000 CY	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
		Sulfate Content	Tex-145-E	As designated by the Engineer	1 per 500 linear feet or 5,000 CY	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
	NEW BASE MATERIAL	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	When central mix site or plant is used, windrow sampling may be waived. Sample in accordance with Tex-400-A.
		Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	
		Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
		Wet Ball Mill (A)	Tex-116-E	From completed stockpile at the source (E)	Each 20,000 CY	As required by the plans. Sample in accordance with Tex-400-A.

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TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

			PROJECT TESTS			
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS	
TREATED SUBGRADE AND BASE COURSES	NEW BASE MATERIAL	Strength (A)	Tex-117-E	From completed stockpile at the source (E)	Each 20,000 CY	As required by the plans. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY.
	LIME	Compliance with DMS-6350	Tex-600-J	During delivery to project	Commercial Lime Slurry: each 200 tons of lime Carbide Lime Slurry: each 100 tons of lime	Sample in accordance with Tex-400-A. Verify the source is listed in the current Material Producer List for Lime . Only materials listed in the Material Producer List will be accepted. Sample frequency for Carbide Lime Slurry may be increased as directed by the Engineer. For Hydrated Lime and Quick Lime project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice.
	CEMENT	Compliance with DMS-4600		Railroad car, truck, or cement bins		Verify the source is listed in the current Material Producer List for Cement. If not, sample and test in accordance with DMS-4600. (C)
	FLY ASH MATERIAL	Compliance with DMS-4615		Project samples at location designated by the Engineer		Verify the source is listed in the current Material Producer List for Fly Ash . Only materials from CSTM&P approved sources listed in the Material Producer List for Fly Ash will be accepted. Project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice. (C)
	COMPLETE MIXTURE	Pulverization Gradation	Tex-101-E Part III	Roadway, after pulverization and mixing	As necessary for control	At the beginning of the project, one test must be made for each 4,500 CY or 6,000 tons until the Engineer is satisfied that acceptable pulverization results are being obtained. Sample in accordance with Tex-100-E.
Soil-Cement Testing Soil-Lime Testing		Tex-120-E (Part II), or Tex-121-E (Part II)	From roadway windrow after treatment (E)	Each 20,000 CY	Not required for ordinary compaction. Determine a new moisture/density curve for each different or notable change in material. Perform a Tex-120-E Part II for Cement Treated Material and Tex-121-E Part II for Lime, Lime-Fly Ash or Fly Ash Treated Material. If Tex-120-E Part I, Tex-121-E Part I or Tex-127-E is performed prior to the project, this test may be waived. Sample in accordance with Tex-100-E.	

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TABLE I - EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES

MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
				LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	
TREATED SUBGRADE AND BASE COURSES	COMPLETE MIXTURE	Soil-Cement Testing Soil-Lime Testing	Tex-120-E (Part I) Tex-121-E (Part I) or Tex-127-E	From roadway windrow after treatment	As necessary for control	Perform Tex-120-E Part I on cement treated material, Tex-121-E Part I for lime-fly ash or fly ash treated material. Verifies the field strength by comparing results from the mix design. Performed at the discretion of Engineer. Sample in accordance with Tex-100-E.
		In-place Density (A)	Tex-115-E	As designated by the Engineer	Each 3,000 CY, min 1 per lift	Determine the appropriate moisture/density curve for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Stabilizers and materials such as RAP, gypsum and iron ore tend to bias the counts for nuclear density gauges.
		Thickness (A)	Tex-140-E	As designated by the Engineer	Each 3,000 CY	Not required where survey grade control documents are used for compliance
RECLAIMED ASPHALT PAVEMENT (RAP), CRUSHED CONCRETE, and RECYCLED MATERIALS		Sulfate Content	Tex-145-E	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Not required for RAP. Sample in accordance with Tex-400-A.
		Deleterious Material	Tex-413-A		Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Sample in accordance with Tex-400-A.
		Decantation	Tex-406-A	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished RAP. Sample in accordance with Tex-400-A.

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TABLE I – FOOTNOTES

A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
B	Engineer will select any of these locations or any combinations thereof with the provision that the initial sample will be obtained from the completed stockpile at the source and at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none">• Soils/Flexible Base: For gradation, liquid limit, and plastic limit, vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.• Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
E	The Engineer will sample from the completed stockpile at the source and test prior to placement.
F	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

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TABLE IA – ASPHALT STABILIZED BASE (Plant Mix)					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	
AGGREGATE	Gradation (A)	Tex-200-F Part I	During stockpiling operations, from completed stockpile, or prior to mixing	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or prior to mixing	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or prior to mixing	Each 5,000 CY	
	Wet Ball Mill or L. A. Abrasion (A)	Tex-116-E or Tex-410-A	During stockpiling operations, from completed stockpile, or prior to mixing	Each 20,000 CY	When L. A. Abrasion is specified, tests are not required when the published value of the source, as listed in the current Material Producer list for BRSQC , meets the project specifications. Sample in accordance with Tex-400-A. (B)
	Coarse Aggregate Angularity (A)	Tex-460-A Part I	During stockpiling operations, from completed stockpile, or prior to mixing	1 per project, per source	Not required for crushed stone sources. Sample in accordance with Tex-400-A.
	Sand Equivalent	Tex-203-F	Hot aggregate bins, feeder belt, or stockpile	1 per project, per source	When designated by the Engineer, test may be run on combined aggregates when multiple sources are used. Sample in accordance with Tex-400-A.
LIME	Compliance with DMS-6350		During delivery to the project	Hydrated Lime: 1 Per Project. Commercial Lime Slurry: each 200 tons of lime (D) Carbide Lime Slurry: each 100 tons of lime (D) Quick Lime: 1 Per Project	On projects requiring less than 50 tons, material from CSTM&P approved sources may be accepted on the basis of Producer's Certification without sampling.
RECLAIMED ASPHALT PAVEMENT (RAP), and RECYCLED AGGREGATE	Decantation	Tex-217-F Part II	During stockpiling operations, from completed stockpile, or prior to mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.

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TABLE IA – ASPHALT STABILIZED BASE (Plant Mix)					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	
RECYCLED ASPHALT SHINGLES (RAS)	Decantation	Tex-217-F Part III	During stockpiling operations, from completed stockpile, or prior to mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.
ASPHALT BINDER	Compliance with Item 300 – Binder and Tack Coat		Sampled, tested and preapproved by CSTM&P. Take project samples when designated by the Engineer.	1 each for binder and tack coat per project, per grade, per source	Test at least one sample taken from the project. Sample tack coat at the distributor on the roadway in accordance with Tex-500-C, Part III. Sample binder at hot mix plant in accordance with Tex-500-C, Part II. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
COMPLETE MIXTURE	Laboratory Density (A)	Tex-126-E	Plant Mix (C)	20,000 CY (25,000 tons)	Sample in accordance with Tex-222-F.
	Percent Asphalt (A)	Tex-236-F	Plant Mix (C)	Each 1,500 CY (2,000 tons) or days production	Determine asphalt content correlation factors for ignition oven at a minimum of one per project. Sample in accordance with Tex-222-F.
	Indirect Tensile Strength – Dry	Tex-226-F	Plant Mix	1 per project, per design	Sample in accordance with Tex-222-F.
	Moisture Susceptibility	Tex-530-C	As designated by the Engineer	1 per project, per design	This test may be waived, when shown on the plans. Sample in accordance with Tex-222-F.
ROADWAY	In-Place Air Voids (A)	Tex-207-F	Roadway cores, as designated by the Engineer (C, D)	Each 2,500 CY (3,000 tons) or days production	Not required for ordinary compaction or when air void requirements are waived. Sample in accordance with Tex-222-F.

TABLE IA – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
B	Engineer will select any of these locations or any combinations thereof with the provision that at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"> • Soils/flexible base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed. • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
D	Each test performed that is based on a quantity of material is considered a fraction of the total number of tests.

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TABLE II – SEAL COAT					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	
AGGREGATE	Gradation (A)	Tex-200-F, Part I	Stockpile (At source or at point of delivery)	One each 1,000 CY	Rate may be reduced to one each 2,000 CY if the Engineer approves a contractor quality control plan. Sample in accordance with Tex-221-F.
	L. A. Abrasion (A)	Tex-410-A	Stockpile	1 per 20,000 CY	Verify the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY prior to use. Sample in accordance with Tex-221-F. (B)
	Magnesium Soundness (A)	Tex-411-A	Stockpile	1 per 20,000 CY	Verify the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY prior to use. Sample in accordance with Tex-221-F. (B)
	Surface Aggregate Classification (A)	Tex-612-J Tex-411-A	Stockpile	1 per 20,000 CY	Verify the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY prior to use. Sample in accordance with Tex-221-F. (B)
	Pressure Slake (A)	Tex-431-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Freeze Thaw (A)	Tex-432-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Unit Weight	Tex-404-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	24 hr Water Absorption (A)	Tex-433-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Coarse Aggregate Angularity	Tex-460-A	Stockpile	1 per 20,000 CY	Only required for crushed gravel. Sample in accordance with Tex-221-F.
	Deleterious Material (A)	Tex-217-F Part I	Stockpile	1 per 10,000 CY	Not required for lightweight aggregate. Sample in accordance with Tex-221-F.
	Decantation (A)	Tex-406-A	Stockpile	1 per 10,000 CY	Sample in accordance with Tex-221-F.
Flakiness Index	Tex-224-F	Stockpile Exhibit B	Frequency as directed by the Engineer	Sample in accordance with Tex-221-F.	

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TABLE II – SEAL COAT					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	
	Micro Deval	Tex-461-A	Stockpile	1 per project or as necessary for control	Compare result to published value listed in the current Material Producer List for BRSQC . Submit sample to CSTM&P for Soundness and LA Abrasion testing when results differ by more than 3% points, unless otherwise directed by the Engineer. Sample in accordance with Tex-221-F.
	White Rock Count	Tex-220-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when CSTM&P provides inspection at the plant. Sample in accordance with Tex-221-F.
	Naturally Impregnated Bitumen Content	Tex-236-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when CSTM&P provides inspection at the plant. Sample in accordance with Tex-221-F.
PRECOATED AGGREGATE	Asphalt Content	Tex-236-F	Stockpile	Frequency as directed by the Engineer when a target value is specified	Sample in accordance with Tex-221-F.
ASPHALT	Compliance with Item 300		Sampled, tested and preapproved by CSTM&P. Take project samples when designated by the Engineer from the distributor or transport.	1 per project, per grade, per source	Sample in accordance with Tex-500-C. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.

TABLE II – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
B	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
C	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"> Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
D	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)

			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation (B)	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis (A) (B)		Each 1,000 CY of concrete (each source)	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Deleterious Materials (B)		1 per project or as necessary for control	Sample in accordance with Tex-400-A.
		Los Angeles Abrasion (A) (B)		Two, each source	Verify the value of the source, as listed in the current Material Producer list for CRSQC , meets the project specifications. If not, sample and submit to CSTM&P for testing prior to use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
		5-cycle Magnesium Sulfate Soundness (A) (B)		Two, each source	Verify the value of the source, as listed in the current CRSQC , meets the project specifications. (C)
	FINE AGGREGATE	Sand Equivalent (B)	From stockpile at concrete plant	1 per project or as necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Organic Impurities (B)		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis (A) (B)		Each 1,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Fineness Modulus (B)		1 per project or as necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used. Test to confirm material variability when strength values are in question.
		Deleterious Material (B)		1 per project or as necessary for control	Sample in accordance with Tex-400-A. Test to confirm material variability when strength values are in question.
		Acid Insoluble Residue (A) (B)		Two, each source	Only for concrete subject to direct traffic. Verify the value of the source, as listed in the current CRSQC , meets the project specifications. If not, sample and submit to CSTM&P for testing prior to use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
SILICA FUME	Compliance with DMS-4630 (A)		Railroad car, truck, bags or silos Exhibit B Fairground Paving Project (Phase II) Webb County - RRR Sealcoat & Striping LLC	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-320-D.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
METAKAOLIN	Compliance with DMS-4635 (A)		Railroad car, truck or silos	1 per project, per class of concrete (For each type and brand)	
MIX DESIGN	Compliance with Standard Specification Item 421.4.A		At source (if not approved)	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed in the Material Producer Lists. If not, sample and submit to CSTM&P for testing. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT). Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash.
JOINT MATERIAL	Compliance with DMS-6300				Sample in accordance with Tex-500-C. Verify the source is listed in the Material Producer List for Joint Sealers . If not, sample and test prior to use in accordance with DMS-6310. (C)
CURING COMPOUND	Compliance with DMS-4650		Sampled at jobsite; tested by CSTM&P. See remarks.	When requested by CST	Only products listed in the Material Producer List for Concrete Curing Compounds will be allowed. When sample is requested by CST, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed prior to sampling. (C)
EVAPORATION RETARDANTS	Compliance with DMS-4650				Only products listed in the Material Producer list for Evaporation Retardants will be allowed. (C)
REINFORCING STEEL	Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from CSTM&P approved sources listed in the Material Producer List for Reinforcing Steel Mills and Seven Wire Steel Strand will be allowed. (C)
MECHANICAL COUPLERS	Compliance with DMS-4510	Tex-743-I	Sampled at jobsite; Tested by CSTM&P	3 couplers per lot (500 couplers) for each type, model, bar size and grade	Only materials from CSTM&P approved sources listed in the Material Producer List for Mechanical Couplers will be allowed. (C)
LATEX	Compliance with DMS-4640 for concrete chemical admixtures		Sampled at jobsite.	Min. of 1 test per project	Sample in accordance with Tex-321-E.
EPOXY	Compliance with DMS-6100, unless otherwise specified		Sampled at jobsite if not pre-approved by CSTM&P.	1 per batch or shipment	Verify the source is listed in the Material Producer List for Epoxyes and Adhesives . If not, sample and test prior to use in accordance with DMS-6100. Sample in accordance with Tex-734-I. (C)

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	
CONCRETE	Compressive Strength (A)	Tex-418-A	At point of concrete placement	4 cylinders for each 60 CY per class, per day (For bridge railing and traffic railing, testing may be reduced to 4 cylinders per 180 CY per class regardless of days)	Sampling must be in accordance with Tex-407-A. Two cylinders shall be tested at 7 days and if the average value is below the design strength as defined in Item 421 Table 8, the remaining 2 cylinders shall be tested at 28 days. If the average value of the 2 cylinders tested at 7 days meets the minimum design strength listed in Item 421 Table 8, the two remaining cylinders are not required to be tested.
CONCRETE	Slump	Tex-415-A		See Remarks	When the contract requires the project testing to be by the Engineer, the frequency and job control testing will be in accordance with the item of work. <ul style="list-style-type: none"> • Sample in accordance with Tex-407-A. • Perform slump and temperature tests on the same load from which strength test specimens are made. • Perform entrained air test only when entrained air concrete is specified in the plans. Check temperature of every load for bridge slabs and mass concrete placements. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Entrained Air (A)	Tex-416-A or Tex-414-A		1 test for every 10 contractor job control tests	
	Temperature of Concrete (A)	Tex-422-A			
	Slab Thickness and Depth of Reinforcement	Tex-423-A Part II	During dry run and during concrete placement (Bridge decks and direct traffic culverts)	1 per span	Min. 6 – Max. 18 locations per span.

TABLE III – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
B	These Project Tests may be used for one or more projects being furnished concrete from the same plant during the same period.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"> • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed. • Concrete (structural): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Tests for slump, air, and temperature should be done often to ensure the consistent control of the concrete production.
E	Each test performed that is based on a quantity of material is considered a fraction of the project for calculating number of tests.

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IV – HYDRAULIC CEMENT CONCRETE – NON-STRUCTURAL CONCRETE (Classes: A, B, or E)					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION OR TIME OF SAMPLING (B)	FREQUENCY OF SAMPLING (C)	
CONCRETE	Compressive Strength (A)	Tex-418-A	At point of concrete placement	2 cylinders per 180 CY, per class	Sampling must be in accordance with Tex-407-A. Strength will be determined by 7-day specimens.
MIX DESIGN	Compliance with the Standard Specification		At source if not approved.	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed in the Material Producer Lists. If not, sample and submit to CSTM&P for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).
SILICA FUME	Compliance with DMS-4630		Railroad car, truck, bags or silos	1 test per project, per class (for each type and brand)	Sample in accordance with Tex-320-D.
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck or silos	1 test per project, per class (for each type and brand)	

TABLE IV – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the Site Manager Remarks field.
B	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"> Concrete (miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled.
C	Each test performed that is based on a quantity of material is considered “or fraction thereof” for calculating number of tests.

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE V - HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P, or HES)						
			PROJECT TESTS			
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS	
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis (A)	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Deleterious Materials	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		L.A Abrasion (A)	Tex-410-A		Two, each source	Verify the value of the source, as listed in the current CRSQC , meets the project specifications. If not, sample and submit to CSTM&P for testing prior to use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
		5-Cycle Magnesium Sulfate Soundness (A)	Tex-411-A			
	FINE AGGREGATE	Sand Equivalent	Tex-203-F	From stockpile at concrete plant	Each 3,000 CY of concrete (Each source or combination of sources)	Sample in accordance with Tex-400-A. Test combined aggregate when used. No less than one per week's production
		Organic Impurities	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis (A)	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Fineness Modulus (B)	Tex-402-A			
		Deleterious Material (B)	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Acid Insoluble (A)	Tex-612-J		1 per project, per source	Verify the value of the source, as listed in the current CRSQC , meets the project specifications. If not, sample and submit to CSTM&P for testing prior to use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
MIX DESIGN	Compliance with the Standard Specifications Item 421.4.A		At source, if not approved	Min. 1 design, per class, per source	Verify if cement, fly ash, ground granulated blast furnace slag, and admixture sources are listed in the Material Producer List. If not, sample and submit to CSTM&P for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).	

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P, or HES)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
SILICA FUME	Compliance with DMS-4630		Railroad car, truck, bags or silos	1 per project per class of concrete (For each type and brand)	Sample in accordance with Tex-320-D.
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck or silos	1 per project per class of concrete (For each type and brand)	Sample in accordance with Tex-320-D.
JOINT MATERIAL	Compliance with DMS-6310		Sampled at jobsite if not sampled at source by CSTM&P; tested by CSTM&P. See remarks.	1 per batch or shipment	Sample in accordance with Tex-500-C. Sampling may be waived when the source is listed in the Material Producer List for Joint Sealers . (C)
CURING COMPOUND	Compliance with DMS-4650		Sampled at jobsite; tested by CSTM&P. See remarks.	When requested by CST	Only products listed in the Material Producer List for Concrete Curing Compounds will be allowed. When sample is requested by CST, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed prior to sampling. (C)
EVAPORATION RETARDANTS	Compliance with DMS-4650				Only products listed in the Material Producer List for Evaporation Retardants will be allowed. (C)
REINFORCING STEEL	Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from CSTM&P approved sources listed in the Material Producer List for Reinforcing Steel Mills and Seven Wire Steel Strand will be accepted. (C)
MULTIPLE PIECE TIE BARS	Compliance with DMS-4515	Tex-712-I	Sampled at jobsite if not sampled at source by CSTM&P; tested by CSTM&P. See remarks.	Refer to Tex-711-I for sampling rates	Only materials from CSTM&P approved sources listed in the Material Producer List for Multiple Piece Tie-bars for Concrete Pavements will be allowed. Sample in accordance with Tex-734-I.
EPOXY	Compliance with DMS-6100		Sampled at jobsite if not pre-approved by CSTM&P. See remarks.	1 batch per shipment	Verify the source is listed in the Material Producer List for Epoxies and Adhesives . If not, sample and test prior to use in accordance with DMS-6100. Sample in accordance with Tex-734-I. (C)

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P, or HES)

TABLE V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P, or HES)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
CONCRETE	Strength (A) (B)	Tex-448-A or Tex-418-A	At point of concrete placement	2 cylinders for every 10 contractor job control tests	Sampling shall be in accordance with Tex-407-A. When the contract requires the project testing to be by the Engineer, the frequency and job control testing will be in accordance with the item of work. Split sample verification testing used when contractor performs job control testing. When job control testing by the contractor is waived by the plans, the frequency of sampling shall be one test (2 specimens) for each 3,000 SY of concrete or fraction thereof or per day and split sample verification testing shall be waived. Contractor's required testing will be in accordance with specification requirements for the appropriate specification item #.
	Slump	Tex-415-A	At time and location strength specimens are made	See Remarks	Slump is not required for slip-formed pavement. When the contract requires the project testing to be by the Engineer, the frequency and job control testing will be in accordance with the item of work.
	Entrained Air (A)	Tex-416-A or Tex-414-A		1 test for every 10 contractor job control tests.	<ul style="list-style-type: none"> Sample in accordance with Tex-407-A. Perform slump and temperature tests on the same load from which the strength specimens are made. Perform entrained air test only when entrained air concrete is specified in the plans. Contractor's required testing will be in accordance with specification requirements for the appropriate specification item #.
	Temperature	Tex-422-A			
	Thickness	Tex-423-A	Center of paving machine	Every 500 feet	Methods other than Tex-423-A may be shown on the plans.
	Ride Quality Surface Test Type B. (A)	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, CST has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

This is a guide for minimum sampling and testing.
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TABLE V – FOOTNOTES

A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
B	When a project test does not meet the specified strength requirements and a reduced pay factor is assigned, the analysis shall be documented on the Letter of Certification of Materials Used.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI – ASPHALT CONCRETE PAVEMENT (Items 341, 342, 344, 346, 347 and 348) (All testing as noted in Table VI may be waived for exempt production as defined by specification.)					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed in the current Material Producer list for BRSQC , meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CSTM&P for testing prior to use in accordance with Tex-499-A. (C)
	Magnesium Sulfate Soundness (A)	Tex-411-A			
	Surface Aggregate Classification (A)	Tex-499-A		1 per project, per source	
	Micro Deval	Tex-461-A		1 per project, per aggregate source	
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins or feeder belts	1 per project, per source, per design	Does not apply to Item 342. Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 Binder & Tack Coat (A)		Sampled, tested and pre-approved by CSTM&P. Project test sampled at the Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat at the distributor on the roadway in accordance with Tex-500C, Part III. Sample binder at hot mix plant in accordance with Tex-500-C, Part II. Binder should arrive on the project pre- approved. If not pre-approved, sample binder before use.
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted on individual materials as necessary for control.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI – ASPHALT CONCRETE PAVEMENT (Items 341, 342, 344, 346, 347 and 348)
(All testing as noted in Table VI may be waived for exempt production as defined by specification.)

MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		PROJECT INDEPENDENT ASSURANCE TESTS		REMARKS
			LOCATION	FREQUENCY (Per Design)	LOCATION	FREQUENCY	
COMPLETE MIXTURE	Asphalt Content (%) (A)	Tex-236-F	Engineer Truck Sample (D)	Minimum 1 per Lot			Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-207-F	Truck Sample Plant Produced (D)	1 per Sublot	Truck	1 per 10 Lots only if compactor is shared by Contractor and State	Sample in accordance with Tex-222-F. Does not apply to Item 342, Permeable Friction Course. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Gradation (A)	Tex-236-F	Engineer Truck Sample (D)	Minimum 1 per 12 Sublots (E)			Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C	Truck Sample	1 per project			Sample in accordance with Tex-222-F. Unless waived by the Engineer.
	Indirect Tensile Strength – Dry	Tex-226-F					Sample in accordance with Tex-222-F. Unless waived by the Engineer. Does not apply to Items 342, 346, and 348.
	Moisture Content	Tex-212-F Part II	Engineer Truck Sample				Sample in accordance with Tex-222-F.
	Lab Molded Density (A)	Tex-207-F	Truck Sample (D)	1 per Sublot 1 per Lot for Item 347	Truck	1 per 10 Lots only if compactor is shared by Contractor and State	Sample in accordance with Tex-222-F. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Drain Down Test (A)	Tex-235-F	Engineer Truck Sample	1 per project 1 per Lot for Item 342			Sample in accordance with Tex-222-F. Not required for Item 341 and Item 344.
	Hamburg Wheel Test (A)	Tex-242-F	Engineer Truck Sample	1 per project			Sample in accordance with Tex-222-F. Sample during production. Does not apply to Item 348.
	Overlay Test	Tex-248-F	Engineer Truck Sample	1 per project			Sample in accordance with Tex-222-F. Does not apply to Items 341, 344, and 348.

Exhibit B

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This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI – ASPHALT CONCRETE PAVEMENT (Items 341, 342, 344, 346, 347, and 348) (All testing as noted in Table VI may be waived for exempt production as defined by specification.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design)	REMARKS
ROADWAY	In-Place Air Voids (A)	Tex-207-F	Roadway (D)	2 cores per Sublot	Two cores taken per Sublot and averaged. Sample in accordance with Tex-222-F. Does not apply to Items 342, 347, and 348.
ROADWAY	Segregation Profile (A)	Tex-207-F Part V	Roadway	1 per project	Not required when Contractor uses thermal imaging system. Does not apply to Items 342, 347, and 348.
	Joint Density (A)	Tex-207-F Part VII	Roadway	1 per project	
	Thermal Profile	Tex-244-F	Immediately behind paver	1 per project	Not required when Contractor uses thermal imaging system.
	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes	1 per project	Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, CST has contracted with TTI to perform random ride verification at 10% frequency. Results for surface test Type A are not required to be reported.
	Permeability	Tex-246-F	Roadway	1 per project	Only applies to Items 342, 347, and 348.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by CSTM&P		Sampling must be in accordance with Tex-735-I. Verify the source is listed in the current Material Producer List for Silt Fence, Filter Fabric and Fabric Underseals . If not sample and test prior to use in accordance with DMS-6220.

TABLE VI – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field. This letter is required only for Asphalt Content and/or Gradation when production of complete mixture is suspended as required by QC/QA specifications.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Perform random sampling as specified in Tex-225-F, Random Selection of Bituminous Mixture Samples.
E	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII – ASPHALT CONCRETE PAVEMENT (Items 334)					
(Refer to DMS-9210, Limestone Rock Asphalt (LRA) for testing requirements for Item 330.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design) (F)	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed in the current Material Producer list for BRSQC , meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CSTM&P for testing prior to use in accordance with Tex-499-A. (D)
	Magnesium Sulfate Soundness (A)	Tex-411-A			
	Micro Deval	Tex-461-A			
		Surface Aggregate Classification (A)	Tex-499-A	Stockpile (B)	1 per project, per source
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins or feeder belts	1 per project, per source	Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 Binder & Tack Coat (A) (C)		Sampled, tested and pre-approved by CSTM&P. Project test sampled at the Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test a minimum of one sample from production. Sample tack coat at the distributor on the roadway in accordance with Tex-500-C, Part III. Sample binder at hot mix plant in accordance with Tex-500-C, Part II. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.
COMPLETE MIXTURE	Asphalt Content (%) (A)	Tex-236-F	Engineer Truck Sample (E)	Minimum of 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-207-F	Truck Sample Plant Produced (E)	1 per 5,000 tons	Sample in accordance with Tex-222-F.
	Gradation (A)	Tex-236-F	Truck Sample	Minimum 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C	Exhibit B Fairground Paving Project (Phase II)	1 per project	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII – ASPHALT CONCRETE PAVEMENT (Items 334) (Refer to DMS-9210, Limestone Rock Asphalt (LRA) for testing requirements for Item 330.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design) (F)	REMARKS
COMPLETE MIXTURE	Moisture Content	Tex-212-F Part II	Truck Sample	1 per 5,000 tons	Sample in accordance with Tex-222-F. Performed by CSTM&P at the point of production for payment calculations.
	Hydrocarbon-Volatile Content	Tex-213-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
	Lab Molded Density (A)	Tex-207-F		1 per 5,000 tons	Sample in accordance with Tex-222-F.
	Hveem Stability (A)	Tex-208-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
ROADWAY	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, CST has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

TABLE VII – FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project.
C	Or as called for in the Specifications.
D	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
E	Perform random sampling as specified in Tex-225-F, Random Selection of Bituminous Mixture Samples.
F	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – ASPHALT CONCRETE PAVEMENT (Item 340)					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION	FREQUENCY	
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed in the current Material Producer list for BRSQC , meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CSTM&P for testing prior to use in accordance with Tex-499-A. (C)
	Magnesium Sulfate Soundness (A)	Tex-411-A			
	Micro Deval	Tex-461-A	Stockpile (B)	1 per project, per source	Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Surface Aggregate Classification (A)	Tex-499-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed in the current Material Producer list for BRSQC , meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CSTM&P for testing prior to use in accordance with Tex-499-A. (C)
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins or feeder belts	1 per project, per design	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300 Binder & Tack Coat (A)		Sampled, tested and pre-approved by CSTM&P. Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test a minimum of 1 sample taken from the project. Sample tack coat at the distributor on the roadway in accordance with Tex-500-C, Part III. Sample binder at hot mix plant in accordance with Tex-500-C, Part II. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min. 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.
COMPLETE MIXTURE	Asphalt Content (%)	Tex-236-F	Truck Sample (D)	Minimum of 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-207-F	Truck Sample Plant Produced (D)	1 per day	Sample in accordance with Tex-222-F.
	Gradation (A)	Tex-236-F	Truck Sample	Minimum 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F. Unless waived by the Engineer.
	Indirect Tensile Strength – Dry	Tex-226-F		1 per project, per design	Sample in accordance with Tex-222-F. Unless waived by the Engineer.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII - ASPHALT CONCRETE PAVEMENT (Item 340)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY	REMARKS
COMPLETE MIXTURE	Lab Molded Density (A)	Tex-207-F	Truck Sample	1 per day	Sample in accordance with Tex-222-F.
	Hamburg Wheel Tracker (A)	Tex-242-F		1 per project	Sample in accordance with Tex-222-F. Sample during production.
ROADWAY	Air Voids (A)	Tex-207-F	Selected by the Engineer (D)	1 per day (2 Cores)	Sample in accordance with Tex-222-F.
	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, CST has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by CSTM&P		Sample in accordance with Tex-735-I. Verify the source is listed in the current Material Producer List for Silt Fence, Filter Fabric and Fabric Underseals . If not sample and submit to CSTM&P for testing prior to use in accordance with DMS-6220.

TABLE VIII - FOOTNOTES	
A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field. This letter is required only for Asphalt Content and/or Gradation when production of complete mixture is suspended as required by QC/QA specifications.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Perform random sampling as specified in Tex-225-F, Random Selection of Bituminous Mixture Samples.

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IX - MICROSURFACING (Item 350)					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION OF SAMPLING	FREQUENCY (Per Design)	
AGGREGATE	5-Cycle Magnesium Sulfate Soundness (A)	Tex-411-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed in the current Material Producer list for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CSTM&P for testing at 1 per project, per source. (C)
	Gradation	Tex-200-F Part II		1 per project, per source	Sample in accordance with Tex-221-F.
	Crushed Face Count	Tex-460-A		1 per project, per source	Sample in accordance with Tex-221-F.
	Acid Insoluble (A)	Tex-612-J		1 per project, per source	Verify the value of the source, as listed in the current BRSQC , meets the project specifications. If not, sample and submit to CSTM&P for testing prior to use in accordance with Tex-499-A. Sample in accordance with Tex-221-F. (C)
	Surface Aggregate Classification	Tex-499-A	Stockpile, or BRSQC (B)	1 per project, per source	Verify the published value of the source, as listed in the current Material Producer list for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CSTM&P for testing at 1 per project, per source. (C)
COMBINED BLEND	Sand Equivalent	Tex-203-F	Stockpile (B)	1 per project, per source	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300 Binder & Tack Coat (A)		Sampled, tested, and pre-approved by CSTM&P. Project test sampled at the Plant for Binder & Road for Tack Coat	1 each for binder and tack coat per project, per grade, per source	Test a minimum of one sample during production. Sample tack coat at the distributor on the roadway in accordance with Tex-500-C, Part III. Sample binder at microsurfacing machine in accordance with Tex-500-C, Part III. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
CEMENT	Compliance with DMS-4600				Verify the source is listed in the current Material Producer List for Cement . If not, sample and submit to CSTM&P for testing prior to use in accordance with DMS-4600.
COMPLETE MIX	Asphalt Content	Tex-236-F	During production	1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Gradation	Tex-200-F Part II Tex-236-F			Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven use at a minimum of one per project.

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IX - FOOTNOTES

A	When this project acceptance test fails but the product is accepted, document the reasons for acceptance on the Letter of Certification of Materials Used or in the SiteManager Remarks field. This letter is required only for Asphalt Content and/or Gradation when production of complete mixture is suspended as required by QC/QA specifications.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

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GENERAL CONDITIONS FOR WEBB COUNTY CONSTRUCTION CONTRACTS

ARTICLE I. GENERAL PROVISIONS

1.1 CONTRACT DEFINITIONS

Wherever used in the Contract Documents and printed with initial capital letters, the terms listed below shall have the meanings indicated, which are applicable to both the singular and plural thereof.

1.1.1 “**ALTERNATE**” means a variation in the Work in which WEBB COUNTY requires a price separate from the Base Bid. If an Alternate is accepted by WEBB COUNTY, the variation shall become a part of the Contract through award of the Contract and the Base Bid shall be adjusted to include the amount quoted as stated in the Notice of Award to Contractor. If an Alternate is accepted by WEBB COUNTY, and later deleted, WEBB COUNTY shall be entitled to a credit in the full value of the Alternate as priced in Contractor’s Bid Proposal.

1.1.2 “**AMENDMENT**” is a written modification of the Contract prepared by WEBB COUNTY or Design Consultant and signed by WEBB COUNTY and Contractor, (and approved by the WEBB COUNTY COMMISSIONERS COURT, if required) which authorizes an addition, deletion or revision in the Work (specifically the services) or an adjustment in the Contract Sum or the Contract Times and is issued on or after the Effective Date of the Contract.

1.1.3 “**BASE BID**” is the price quoted for the Work before Alternates are considered.

1.1.4 “**CHANGE ORDER**” refer to **Article VII** herein for definition.

1.1.5 “**WEBB COUNTY**” is defined in **Article II** herein.

1.1.6 “**WEBB COUNTY COMMISSIONERS COURT**” means the duly elected members of the WEBB COUNTY COMMISSIONERS COURT of WEBB COUNTY, Texas.

1.1.7 “**CONSTRUCTION OBSERVER/INSPECTOR** (hereafter referred to as “COI”) is the authorized representative of WEBB COUNTY to observe and inspect any or all parts of the Project and the materials to be used therein. Also referred to herein as Resident Inspector.

1.1.8 “**CONTRACT**” means the Contract Documents which represent the entire and integrated agreement between WEBB COUNTY and Contractor and supersede all prior negotiations, representations or agreements, either written or oral. The terms and conditions of the Contract Documents may be changed only in writing by a Field Work Directive, Change Order or Amendment. The Contract Documents shall not be construed to create a contractual relationship of any kind between:

- (1) Design Consultant and Contractor;

- (2) WEBB COUNTY and a Subcontractor or Sub-Subcontractor; or
- (3) any persons or entities other than WEBB COUNTY and Contractor.

1.19 **“CONTRACT DOCUMENTS”** means the Construction Contract between WEBB COUNTY and Contractor, which consists of, but is not limited to, the following: the solicitation documents, the Notice of Award, an enabling WEBB COUNTY Ordinance and all other contract-related documents, which include:

- (1) General Conditions;
- (2) Vertical and/or Horizontal specific General Conditions and Special Conditions included by Special Provisions or addenda;
- (3) Drawings;
- (4) Specifications;
- (5) addenda issued prior to the close of the solicitation period;
- (6) other documents listed in the Contract, including Field Work Directives, Change Orders and/or Amendments; and
- (7) a written order for a minor change in the Work issued by Design Consultant and/or WEBB COUNTY, as described in **Article VII** herein.

The geotechnical and subsurface reports, which WEBB COUNTY may have provided to Contractor, specifically are excluded from the Contract Documents.

1.110 **“CONTRACT TIME”** means, unless otherwise provided, the period of time, including any authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. When the plural (“Contract Times”) is used, it refers to milestones designated in the Work Progress Schedule.

1.111 **“CONTRACTOR”** means the entity entering into a Contract with WEBB COUNTY to complete the Work. Contractor, as used herein, includes Construction Manager at Risk or other applicable entities performing work under a Contract with WEBB COUNTY.

1.112 **“DAY”** as used in the Contract Documents shall mean Calendar Day, unless otherwise specifically defined. A Calendar Day is a day of 24 hours, measured from midnight to the next midnight, unless otherwise specifically stipulated. For Projects not affecting WEBB COUNTY traffic, a determination made solely by WEBB COUNTY on a project-by-project basis, a Working Day is measured from sunrise to sundown Monday through Friday, except legal holidays, or the hours during which Contractor has been authorized and/or directed to work by WEBB COUNTY. For Projects affecting WEBB COUNTY traffic, a determination made solely by WEBB COUNTY on a project-by-project basis, a working day shall mean sunrise to sundown Monday through

Saturday, except legal holidays, or hours during which Contractor has been authorized and/or directed to work by WEBB COUNTY.

1.1.13 **“DEPARTMENT”** means the Webb County Engineering Department

1.1.14 **“DESIGN CONSULTANT”** means, unless the context clearly indicates otherwise, an Engineer, Architect or other Design Consultant in private practice, licensed to do work in Texas and retained for a specific project under a contractual agreement with WEBB COUNTY. In the event there is no private Engineer, Architect or other Design Consultant then the DEPARTMENT ENGINEER is the DESIGN CONSULTANT.

1.1.15 **“DEEMS” AND/OR “DEEMED”** means objectively and reasonably determined..

1.1.16 **“DRAWINGS”** (also referred to herein as **“Plans”**) are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of Work, generally including elevations, sections, details, schedules and diagrams.

1.1.17 Failings, neglect, defaults have to be substantial, material and/or significant as to result in loss or cost in more than nominal.

1.1.18 **“FIELD WORK DIRECTIVES” OR “FORCE ACCOUNT”** is a written order signed by WEBB COUNTY directing a change in the Work prior to agreement and adjustment, if any, in the Contract Sum and/or Contract, as further defined in **Section 7.3** herein.

1.1.19 **“HAZARDOUS SUBSTANCE”** is defined to include the following:

- (a) any asbestos or any material which contains any hydrated mineral silicate, including chrysolite, amosite, crocidolite, tremolite, anthophyllite or actinolite, whether friable or non-friable;
- (b) any polychlorinated biphenyls (“PCBs”), or PCB-containing materials, or fluids;
- (c) radon;
- (d) any other hazardous, radioactive, toxic or noxious substance, material, pollutant, or solid, liquid or gaseous waste; any pollutant or contaminant (including but not limited to petroleum, petroleum hydrocarbons, petroleum products, crude oil or any fractions thereof, any oil or gas exploration or production waste, any natural gas, synthetic gas or any mixture thereof, lead, or other toxic metals) which in its condition, concentration or area of release could have a significant effect on human health, the environment, or natural resources;
- (e) any substance, whether by its nature or its use, is subject to regulation or requires environmental investigation, monitoring, or remediation under any federal, state, or local environmental laws, rules, or regulations;

- (f) any underground storage tanks, as defined in 42 U.S.C. Section 6991(1)(A)(I) (including those defined by Section 9001(1) of the 1984 Hazardous and Solid Waste Amendments to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.;
- (g) the Texas Water Code Annotated Section 26.344; and Title 30 of the Texas Administrative Code Sections 334.3 and 334.4), whether empty, filled or partially filled with any substance; and
- (h) any other hazardous material, hazardous waste, hazardous substance, solid waste, and toxic substance as those or similar terms are defined under any federal, state, or local environmental laws, rules, or regulations.

1.120 **“LIQUIDATED DAMAGES”** reflect the daily monetary compensation, as designated in the Project’s solicitation documents, to be paid to WEBB COUNTY by Contractor for losses/damages incurred by WEBB COUNTY as a result of Contractor’s failure to achieve the contractual dates for Substantial Completion and/or Final Completion of the Project.

1.121 **“NOTICE TO PROCEED (HEREIN ALSO REFERRED TO AS “WORK PROJECT AUTHORIZATION” OR “NTP”)**” is a written notice given by WEBB COUNTY to Contractor establishing the date on which the Contract Time shall commence to run and the date on which Contractor may begin performance of its contractual obligations.

1.122 **“OWNER”** is defined in **Article II** herein.

1.123 **“OWNER’S DESIGNATED REPRESENTATIVE (ODR)”** means the person(s) designated by WEBB COUNTY to act for WEBB COUNTY.

1.124 **“PARTY”** shall refer to WEBB COUNTY or Contractor individually herein.

1.125 **“PARTIES”** shall refer to WEBB COUNTY and Contractor collectively herein.

1.126 **“PROJECT”** means the total design and construction of Work performed under the Contract Documents and may be the whole or a part of the Project and which may include construction by WEBB COUNTY or by separate contractors. All references in these General Conditions to or concerning the Work or the Site of the Work shall use the term “Project,” notwithstanding the Work referenced only may be a part of the Project.

1.127 **“PROJECT MANAGEMENT TEAM”** is composed of WEBB COUNTY, its representatives, Design Consultant and Program Manager (if any) for this Work.

1.128 **“SITE”** means the land(s) or area(s) (as indicated in the Contract Documents) furnished by WEBB COUNTY, upon which the Work is to be performed, including rights-of- way and easements for access thereto, and such other lands furnished by WEBB COUNTY which are designated for the use of Contractor.

1.129 **“SPECIAL CONDITIONS”** are terms and conditions to a contractual agreement which supplement and are superior to these General Conditions and grant greater authority or impose greater restrictions upon Contractor, beyond those granted or imposed in these General Conditions. WEBB COUNTY’s Horizontal Special Conditions are attached hereto, made a part of these General Conditions and shall be used as applicable.

1.130 **“SPECIFICATIONS”** are those elements of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, workmanship for the Work, performance of related services and other technical requirements.

1.131 **“SUBSTANTIAL COMPLETION”** is the date certified by WEBB COUNTY and Design Consultant, in accordance with **Section 9.8** herein, when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents so as to be operational and fit for the intended use by WEBB COUNTY.

1.132 **“TEMPORARY BENCH MARKS (TBM)”** are temporary affixed marks which establish the exact elevation of a place; TBMs are used by surveyors in measuring site elevations or as a starting point for surveys.

1.133 **“THE 3D MODEL”** is the Building Information Model prepared by Design Consultant in the format designated, approved and acceptable to WEBB COUNTY with databases of materials, products and systems available for use by Contractor to prepare schedules for cost estimating, product and materials placement schedules and evaluations of crash incidences. The 3D Model, if available, may be used as a tool, however all information taken from the Model is the responsibility of Contractor and not WEBB COUNTY or Design Consultant.

1.134 “WORK” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by Contractor, or any Subcontractors, Sub-Subcontractors, material suppliers or any other entities for which Contractor is responsible, to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

1.135 **OTHER DEFINITIONS.** As used in the Contract Documents, the following additional terms have the following meanings:

1.1.33.1 “provide” means to furnish, install, fabricate, deliver and erect, including all services, materials, appurtenances and all other expenses necessary to complete in place and ready for operation or use;

1.1.33.2 “shall” means the mandatory action of the Party of which reference is being made;

1.1.33.3 “as required” means as prescribed in the Contract Documents; and

1.1.33.4 “as necessary” means all action essential or needed to complete the work in

accordance with the Contract Documents and applicable laws, ordinances, construction codes and regulations.

1.2 PRELIMINARY MATTERS

1.2.1 Upon the WEBB COUNTY Commissioners Court's award of the project, a Notice of Award Letter shall be sent to Contractor by WEBB COUNTY, notifying Contractor of the award of a contract. In its Notice of Award Letter, Contractor shall be informed of a date certain by which Contractor's bond(s) and evidence of insurance shall be delivered to WEBB COUNTY.

1.2.2 **DELIVERY OF CONTRACT AND BONDS.** Not later than the Pre-Construction meeting and prior to the commencement of any Work on the Project, Contractor shall deliver a fully executed Contract to WEBB COUNTY, along with such bonds as Contractor may be required to furnish, including, but not limited to, a required payment bond in the form and amount specified in the Contract Documents and these General Conditions and a required performance bond in the form and amount specified in the Contract Documents and these General Conditions.

1.2.3 **DELIVERY OF EVIDENCE OF INSURANCE.** Not later than the Pre-Construction meeting, and prior to the commencement of any Work under this Contract, Contractor shall deliver evidence of insurance to WEBB COUNTY. Contractor shall furnish an original completed Certificate of Insurance and a copy of all insurance policies, together with all required endorsements thereto, required by the Contract Documents to WEBB COUNTY, or its delegated department, clearly labeled with the name of the Project and which shall contain all information required by the Contract Documents. Contractor shall be prohibited from commencing the Work and WEBB COUNTY shall have no duty to pay or perform under this Contract until such evidence of insurance is delivered to WEBB COUNTY. No officer or employee, other than WEBB COUNTY's Commissioners Court, shall have authority to waive this requirement.

1.2.4 **NOTICE TO PROCEED AND COMMENCEMENT OF CONTRACT TIMES.** Unless otherwise stated on the Notice to Proceed, the Contract Time shall commence to run on the date stated on the Notice to Proceed. No Work shall commence any earlier than the date stated on Notice to Proceed and no Work shall be performed by Contractor or any Subcontractor prior to issuance of the Notice to Proceed. Any work commenced prior to Contractor receiving a Notice to Proceed is performed at Contractor's risk.

1.2.5 **SUBMISSION OF PROJECT SCHEDULE(S).** Prior to commencement of Work (unless otherwise specified elsewhere in the Contract Documents), Contractor shall submit to the Webb County Engineer and Design Consultant or their designee the Project schedule(s), as defined in **Section 3.10** herein, a minimum of five (5) days prior to the Pre-Construction Conference.

1.2.6 **PRE-CONSTRUCTION CONFERENCE.** Before Contractor commences any Work on the Project, a Pre-Construction Conference attended by Contractor, Design Consultant, OWNER'S DESIGNATED REPRESENTATIVE(s) and others, as appropriate, shall be held to establish a working understanding among the Parties as to the Work and discuss, at minimum: the Project Schedule(s) referenced in this **Article 1**; the procedures for handling Shop Drawings and

other submittals; the processing of Applications for Payment; and Contractor maintaining required records. The Notice to Proceed may be issued at the Pre-Construction Conference or issued by WEBB COUNTY at any time at WEBB COUNTY's discretion. Said issuance of the Notice to Proceed shall not be unreasonably withheld by WEBB COUNTY.

1.2.7 Payments for services, goods, work, equipment and materials are contingent upon and subject to the availability and appropriation of funds. In the event funds are not available, appropriated or encumbered to fund a Project, then, at WEBB COUNTY's discretion, this Contract may be terminated immediately with no additional liability to WEBB COUNTY.

1.3 CONTRACT DOCUMENTS

1.3.1 **EXECUTION OF CONTRACT DOCUMENTS.** Execution of the Contract by Contractor is a representation Contractor has been provided unrestricted access to the existing improvements and conditions on the Project Site, Contractor thoroughly has investigated the visible conditions at the Site and the general local conditions affecting the Work and Contractor's investigation was instrumental in preparing its bid or proposal submitted to WEBB COUNTY to perform the Work. Contractor shall not make or be entitled to any claim for any adjustment to the Contract Time or the Contract Sum arising from conditions which Contractor discovered or, in the exercise of reasonable care, should have discovered in Contractor's investigation.

1.3.2 **OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE.** The Drawings, Specifications and other documents, including those in electronic form, prepared by Design Consultant, its Consultants or other Consultants retained by WEBB COUNTY for the Project, which describe the Work to be executed by Contractor (collectively referred to as the "Construction Documents") are and shall remain the property of WEBB COUNTY, whether the Project for which they are made is executed or not. Contractor shall be permitted to retain one record set. Neither Contractor nor any Subcontractor, sub-Subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by Design Consultant or Design Consultant's Consultants. All copies of Construction Documents, except Contractor's record set, shall be returned or suitably accounted for to Design Consultant on request and upon completion of the Work. The Drawings, Specifications and other documents prepared by Design Consultant and Design Consultant's Consultants, along with copies thereof furnished to Contractor, are for use solely with respect to this Project. The drawings, Specifications or other documents are not to be used by Contractor or any Subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of WEBB COUNTY. Any such use without written authorization shall be at the sole risk and liability of Contractor. Contractor, Subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Design Consultant and the Design Consultant's Consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by Design Consultant and Design Consultant's Consultants. Submittal or distribution to meet official regulatory requirements or for other purposes, in connection with this

Project, is not to be construed as publication.

- 1321 All of Contractor's non-proprietary, documentary Work product, including reports and correspondence to WEBB COUNTY, prepared pursuant to this Contract, shall be the property of WEBB COUNTY and, upon completion of this Contract and upon written request by WEBB COUNTY, promptly shall be delivered to WEBB COUNTY in a reasonably organized form, without restriction on its future use by WEBB COUNTY. For the avoidance of doubt, documentary Work product does not include privileged communications, proprietary information and documents used to prepare Contractor's Bid Proposal.
- 1322 Contractor may retain for its files any copies of documents it chooses to retain and may use its Work product as it deems fit. Any materially- significant Work product lost or destroyed by Contractor shall be replaced or reproduced at Contractor's non-reimbursable sole cost. In addition, WEBB COUNTY shall have access during normal business hours, during the duration this Contract is in effect and for four (4) years after the final completion of the Work, unless there is an ongoing dispute under the Contract, then such access period shall extend longer until final resolution of the dispute, to all of Contractor's records and documents covering reimbursable expenses, actual base hourly rates, time cards and annual salary escalation records maintained in connection with this Contract for purposes of auditing same at the sole cost of WEBB COUNTY. The purpose of any such audit shall be for the verification of such costs. Contractor shall not be required to keep records of, or provide access to, the makeup of any negotiated and agreed-to lump sums, unit prices or fixed overhead and profit multipliers. Nothing herein shall deny Contractor the right to retain duplicates. Refusal by Contractor to comply with the provisions hereof shall entitle WEBB COUNTY to withhold any payment(s) to Contractor until compliance is obtained.
- 1323 All of Contractor's documentary Work product shall be maintained within Contractor's offices, unless otherwise authorized by WEBB COUNTY. After expiration of this Contract, Contractor's documents may be archived in the Contractor's central record storage facility but shall remain accessible to WEBB COUNTY for the four (4) year period cited in **Section 1.3.22** herein.

1.3.3 CORRELATION AND INTENT. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by Contractor shall be required only to the extent consistent with the Contract Documents and which reasonably is inferable from the Contract Documents as deemed necessary to produce the indicated results. In cases of discrepancy between any drawing and the dimension figures written thereon:

- (1) The dimension figures shall govern over scaled dimensions;

- (2) Detailed Drawings and accompanying notations shall govern over general Drawings;
- (3) Specifications shall govern over Drawings, subject to **Section 1.3.3.6** herein;
- (4) Supplemental Conditions shall govern over General Conditions;
- (5) Special Conditions shall govern over Specifications, Drawings and General/Supplemental Conditions; and
- (6) Negotiated Special Conditions shall govern over Special Conditions.

The most recent revision of Plans shall control over older revisions provided same are delivered to Contractor before the Work is commenced on the prior revisions. If Contractor is not provided the most recent and Contractor expended labor and material based on a prior revision, any removal and correction needed to comply with the most recent revision must be pursuant to a Change Order

1331 Organization of the Specifications into divisions, sections, articles, and the arrangement of Drawings shall not control Contractor in dividing the Work among Subcontractors or establishing the extent of Work to be performed by any trade.

1332 Unless otherwise stated in the Contract Documents, words having well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Where the phrases "directed by", "ordered by" or "to the satisfaction of" WEBB COUNTY, Design Consultant or WEBB COUNTY's Resident Inspector or other specified designation occur, it is understood the directions, orders or instructions to which they relate are those within the scope of and authorized by the Contract Documents.

1333 Reference to manufacturer's instructions, standard specifications, manuals or codes of any technical society, organization or association, laws or regulations of any governmental authority, or to any other documents, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Contractor's Bid Proposal, except as otherwise may be specifically stated or where a particular issue is indicated. Municipal and utility standards shall govern except in case of conflict with the Specifications. In case of a conflict between the Specifications and the referenced standard, the more stringent shall govern.

1334 The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows, with the highest authority listed herein as "1" and in descending order:

1. Modifications to the Project Contract signed by Contractor, WEBB COUNTY and Design Consultant;

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Webb County, Owner – RRR Sealcoat & Striping LLC, Contractor

2. Addenda, with those of later date(s) having precedence over those with earlier date(s);
3. Special Conditions;
4. Supplemental Conditions;
4. General Conditions;
5. Special Provisions (Horizontal Projects);
6. Specifications;
7. Drawings;

1335 Should the Drawings and Specifications be inconsistent, contract pricing shall be based on the better quality and greater quantity of work indicated. In the event of the above-mentioned inconsistency, WEBB COUNTY shall determine the resolution of the inconsistency.

1336 In the Drawings and Specifications, where certain products, manufacturer's trade names or catalog numbers are given, such information is given for the sole and express purpose of establishing a standard of function, dimension, appearance and quality of design in harmony with the Work and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless such a substitution has been specifically accepted for use on this Project by WEBB COUNTY and Design Consultant.

1337 When the work is governed by reference to standards, building codes, manufacturer's instructions or other documents, unless otherwise specified, the edition currently in place as of the date of the submission of the bid shall apply.

1338 Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

1339 Special Provisions, if any, shall be issued by WEBB COUNTY directly to Contractor, shall become part of the Project Specifications and shall modify WEBB COUNTY's Standard Specifications.

1.3.4 **CONFLICT RESOLUTION BETWEEN DOCUMENTS.** Contractor and Consultant hereby agree and acknowledge if anything contained in Consultant's prepared Scope/Project Specifications or anything contained in any other document prepared by or on behalf of Consultant and included with the Project documents is in conflict with the Project solicitation documents and/or with these General Conditions for WEBB COUNTY Construction Contracts, the Project solicitation documents and these General Conditions for WEBB COUNTY Construction Contracts

shall take precedence and control to resolve said conflict(s).

1.3.5 **INTERPRETATION.** In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an”, but the fact a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

ARTICLE II. WEBB COUNTY

2.1 GENERAL

2.1.1 WEBB COUNTY, Texas, a political subdivision of the State of Texas with its principal office located at 1000 Houston St., Laredo, Texas and identified as “WEBB COUNTY” or as “Owner” in the Contract and these General Conditions, is referred to throughout the Contract Documents as if singular in number. WEBB COUNTY shall designate in writing to Contractor a representative (hereafter referred to as “OWNER’S DESIGNATED REPRESENTATIVE” or “ODR”) who shall have express authority to bind WEBB COUNTY, subject to OWNER’s Commissioners Court approval of any change in the work that affects the Contract time or Contract Sum, with respect to all matters concerning this Contract requiring WEBB COUNTY’s approval or authorization. Whenever the term “WEBB COUNTY” or “WEBB COUNTY” is found in this Contract or the Contract Documents, such term shall include WEBB COUNTY’s agents, elected officials, employees, officers, directors, volunteers, representatives, successors and assigns.

2.1.2 Contractor acknowledges no lien rights exist, with respect to public property.

2.2 INFORMATION AND SERVICES TO BE PROVIDED BY WEBB COUNTY

2.2.1 WEBB COUNTY shall provide and maintain the Preliminary Budget and general schedule, if any, for the Project. The Preliminary Budget shall include the anticipated construction cost, contingencies for changes in the Work during construction and other costs that are the responsibility of WEBB COUNTY. The general schedule shall set forth WEBB COUNTY’s plan for milestone dates and Substantial Completion and Final Completion of the Project.

2.2.2 WEBB COUNTY shall furnish surveys, if in existence and in WEBB COUNTY’s possession, describing physical characteristics, legal limitations and utility locations. The furnishing of these surveys and reports shall not relieve Contractor of any of its duties under the Contract Documents or these General Conditions. Information or services required of WEBB COUNTY by the Contract Documents shall be furnished by WEBB COUNTY with reasonable promptness following actual receipt of a written request from Contractor. It is incumbent upon Contractor to identify, establish and maintain a current schedule of latest dates for submittal and approval by WEBB COUNTY, as required in **Section 3.10** herein, including when such information or services must be delivered. If WEBB COUNTY delivers the information or services to Contractor as scheduled and Contractor is not prepared to accept or act on such information or

services, then Contractor shall reimburse WEBB COUNTY for all extra costs incurred by holding, storage, retention or performance, including redeliveries by WEBB COUNTY in order to comply with the current schedule.

2.2.3 Unless otherwise provided in the Contract Documents, Contractor shall be furnished, free of charge, up to three complete sets of the Plans and Specifications by Design Consultant. Additional complete sets of Plans and Specifications, if requested by Contractor, shall be furnished at reproduction cost to Contractor.

2.2.4 WEBB COUNTY's personnel may, but are not required to, be present at the construction site during progress of the Work, along with Design Consultant in the performance of its duties, to verify Contractor's record of the number of workers employed on the Work site, the workers' occupational classification, the time each worker is engaged in the Work and the equipment used by the workers in the performance of the Work, for purpose of verification of Contractor's Applications for Payment and payroll records.

2.2.5 WEBB COUNTY shall reimburse Contractor for the necessary Project-related approvals, fees and required permits with no markup paid to Contractor for these necessary Project-related approvals, fees and required permits costs, unless said costs are stipulated in the Contract Documents as a part of Contractor's cost of Work.

2.2.6 **WEBB COUNTY'S RIGHT TO STOP THE WORK.** If Contractor fails to correct Work reasonably deemed by WEBB COUNTY not in accordance with the requirements of the Contract Documents, as required by **Section 12.3** herein, fails to carry out Work in substantial accordance with the Contract Documents or fails to submit its preliminary schedule(s), bond(s), insurance certificate(s) or any other required submittals, WEBB COUNTY may issue a written order to Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The right of WEBB COUNTY to stop the Work shall not give rise to any duty on the part of WEBB COUNTY to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to and not in restriction of WEBB COUNTY's rights pursuant to **Section 12.3** herein. WEBB COUNTY's issuance of an order to Contractor based on the foregoing to stop the Work shall not give rise to any claim by Contractor for additional time, cost or general conditions costs.

2.2.7 **WEBB COUNTY'S RIGHT TO CARRY OUT THE WORK.** If Contractor defaults, neglects or fails to carry out the Work in accordance with the Contract Documents and fails, within a three (3) work-day period after receipt of written notice from WEBB COUNTY, to commence and continue correction of such default, neglect or failure with diligence and promptness, WEBB COUNTY may, without prejudice to other remedies WEBB COUNTY may have, correct such deficiencies, neglect or failure. In such case, an appropriate Change Order may be issued deducting from payments then or thereafter due Contractor reflecting the reasonable cost of correcting such deficiencies, neglect or failure of Contractor, including all of WEBB COUNTY's incurred expenses and compensation for Design Consultant's additional services made necessary by such default, neglect or failure of Contractor. If payments then or thereafter due Contractor are not sufficient to cover such amounts for the Work performed, Contractor shall pay the difference to WEBB COUNTY.

ARTICLE III. CONTRACTOR

3.1 GENERAL

3.1.1 Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term “Contractor” means the Contractor or the Contractor’s authorized representative.

3.1.2 Contractor shall perform the Work in a good and workmanlike manner, except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship.

3.1.3 Contractor shall not be relieved of its obligations, responsibilities or duties to perform the Work in accordance with the Contract Documents, either by any activities or duties of Design Consultant in Design Consultant’s administration of the Contract or by tests, inspections or approvals required or performed by WEBB COUNTY or any person other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, Contractor carefully shall:

- (1) study and compare the various Drawings and other Contract Documents relative to that portion of the Work and the information furnished by WEBB COUNTY;
- (2) take field measurements of any existing conditions related to that portion of the Work; and
- (3) observe any conditions at the Site affecting the Work.

Any error, inconsistencies or omissions discovered by Contractor shall be promptly reported to WEBB COUNTY via a Request for Information in such form as WEBB COUNTY may require.

3.2.1.1 The exactness of existing grades, elevations, dimensions or locations given on any Drawings issued by Design Consultant, or the work installed by other contractors, is not guaranteed by WEBB COUNTY. Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions and locations, provided that same are as indicated on the Plans and Specifications.

3.2.1.2 In all cases of interconnection of its Work with existing conditions or with work performed by others, Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to Contractor’s failure to so verify all such grades,

elevations, dimensions or locations shall comply with the Plans and Specification and shall promptly be rectified by Contractor without any additional cost to WEBB COUNTY.

3.2.2 As between WEBB COUNTY and Contractor, and subject to the provisions of **Section 3.2.4** below, Contractor has no responsibility for the timely delivery, completeness, accuracy and/or sufficiency of the Specifications or Drawings (or any errors, omissions, or ambiguities therein), and is not responsible for any failure of the design of the facilities or structures as reflected thereon to be suitable, sound or safe. Contractor shall be deemed to have satisfied itself as to the design contained in and reflected by the Specifications and the Drawings. In particular, but without prejudice to the generality of the foregoing, Contractor shall review the Contract Documents to establish:

- 3.2.2.1 the information is sufficiently complete to perform the Work; and
- 3.2.2.2 there are no obvious or patent ambiguities, inaccuracies or inconsistencies within or between the documents forming the Contract; and
- 3.2.2.3 Contractor shall work with the aforementioned Contract Documents so as to perform the Work and of each and every part thereof to ensure the Work and each and every part thereof shall, jointly and severally, be in accordance with the requirements of the Contract Documents and, in particular but without limiting the generality of the foregoing, the Work as a whole and, as appropriate, each and every part thereof, shall comply with the requirements of any performance Specifications.

3.2.3 Any design errors or omissions noted by Contractor during its review shall be reported to WEBB COUNTY, but it is recognized the Contractor's review is made in Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor is not required to ascertain if Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to Contractor promptly shall be reported both to WEBB COUNTY and Design Consultant.

3.2.4 If Contractor believes additional cost or time is involved because of clarifications or instructions issued by Design Consultant, in response to the Contractor's Notices or Requests for Information, Contractor shall make Claims as provided in **Section 4.3.5** and **Section 4.3.6** herein. If Contractor fails to perform the obligations of **Section 3.2.1** and **Section 3.2.2** herein, Contractor shall pay such costs and damages to WEBB COUNTY, to include applicable Liquidated Damages, as would have been avoided if Contractor had performed such obligations. Contractor shall not be liable to WEBB COUNTY or Design Consultant for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents, unless Contractor recognized or should have recognized such obvious error, inconsistency, omission or differences and knowingly failed to report it to WEBB COUNTY and Design Consultant, as required by this **Section 3.2.3**.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 Contractor shall supervise, inspect, and direct the Work competently and efficiently,

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exercising the skill and attention of a reasonably prudent Contractor, devoting such attention, and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor solely shall be responsible for the means, methods, techniques, sequences, procedures, and coordination of all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods and/or techniques, Contractor then shall evaluate the jobsite safety thereof and, except as stated herein below, shall be fully and solely responsible for the jobsite's safety of such means, methods, techniques, sequences, or procedures. If, upon its evaluation, Contractor determines such means, methods, techniques, sequences, or procedures may not be safe, Contractor shall give timely written notice to WEBB COUNTY and Design Consultant and Contractor shall not proceed with that portion of the Work without further written instructions from WEBB COUNTY. Sequencing and procedures shall be coordinated and agreed upon by WEBB COUNTY, Design Consultant and Contractor.

332 Contractor shall be responsible to WEBB COUNTY for the acts and omissions of Contractor's agents and employees, Subcontractors and their agents and employees and other persons or entities performing portions of the Work for or on behalf of Contractor or any of its Subcontractors.

333 Contractor shall be responsible for inspection of portions of Work already performed, to determine which such portion are in proper condition to receive subsequent Work.

334 Contractor shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303 and Texas Health and Safety Code, Subchapter C, Sections 756.021, et seq.

335 It is understood and agreed the relationship of Contractor to WEBB COUNTY shall be of an independent contractor. Nothing contained or inferable in the Contract documents shall be read, deemed, or construed to make Contractor the agent, servant or employee of WEBB COUNTY or create any partnership, joint venture or other association between WEBB COUNTY and Contractor. Any direction or instruction by WEBB COUNTY, in respect of the Work, shall relate to the results WEBB COUNTY desires to obtain from the Work and shall in no way affect Contractor's independent contractor status, as described herein.

336 Contractor shall review Subcontractor(s) written safety programs, procedures, and precautions in connection with performance of the Work. However, Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g. a supplier), including any person or entity with whom Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state and local laws, rules, regulations and ordinances, which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this **Section 3.3.6** are not intended to impose upon Contractor any additional obligations Contractor would not have under any

applicable state or federal laws including, but not limited to, any rules, regulations or statutes pertaining to the Occupational Safety and Health Administration.

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.4.2 **PREVAILING WAGE RATE AND LABOR STANDARD PROVISIONS.** The Provisions of Chapter 2258 of the Texas Government Code expressly are made a part of this Contract. In accordance therewith, a schedule of the general prevailing rate of per diem wages in this locality for each craft or type of worker needed to perform this Contract shall be obtained by Contractor from WEBB COUNTY and included in Contractor's Project bid package, prior to Contractor bidding of the Project and such schedule shall become a part hereof. If no prevailing wage rate of per diem wages has been adopted by Webb County then the parties shall use the wage rate determined by the US Department of Labor in accordance with the Davis-Bacon Act, 40 U.S.C. Section 276a, (which can be accessed on the internet at <https://www.dol.gov/> or <https://beta.sam.gov/>) effective as of the date of this Agreement. The establishment of prevailing wage rates, pursuant to Chapter 2258 of the Texas Government Code, shall not be construed to relieve Contractor from its obligation under any federal or state law, regarding the wages to be paid to or hours worked by laborers, workers, or mechanics, insofar as applicable to the work to be performed hereunder. Contractor, in the execution of this Project, agrees it shall not discriminate in its employment practices against any person because of race, color, creed, sex, or origin. Contractor agrees it shall not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, creed, national origin, sex, age, handicap or political belief or affiliation. This Contract provision shall be included in its entirety in all Subcontractor agreements entered into by the Contractor or any Subcontractor employed on the project.

3.4.3 SUBSTITUTIONS

3.4.3.1 Contractor's proposed substitutions and alternates may be rejected by WEBB COUNTY without explanation and shall be considered by WEBB COUNTY only under one or more of the following conditions:

- (a) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing;
- (b) specified products are unavailable through no fault of Contractor; and
- (c) when, in the judgment of WEBB COUNTY or Design Consultant, a substitution substantially would be in WEBB COUNTY's best interests in terms of cost, time

or other considerations.

3.4.3.2 Contractor shall submit to WEBB COUNTY and Design Consultant:

- (a) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures and other like information necessary for a complete evaluation of the substitution;
- (b) a written explanation of the reasons the substitution is necessary, including the benefits to WEBB COUNTY and to the Work, in the event the substitution is acceptable to WEBB COUNTY;
- (c) the adjustment, if any, in the Contract Sum;
- (d) the adjustment, if any, in the time of completion of the Contract and the construction schedule; and
- (e) in the event of a substitution under Section 3.4.3.1 herein, an affidavit stating:
 - (1) Contractor's proposed substitution conforms to and meets all the requirements of the pertinent Specifications and requirements shown on the Drawings; and
 - (2) Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by Design Consultant.

Proposals for substitutions shall be submitted to Design Consultant in sufficient time to allow Design Consultant no less than fourteen (14) calendar days for review. No substitutions shall be considered or allowed without Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3.3 In the event of a substitution submittal under this **Section 3.4.3**, and whether or not any such proposed substitution is accepted by WEBB COUNTY or Design Consultant, Contractor shall reimburse WEBB COUNTY, at WEBB COUNTY's reasonable discretion, for any fees incurred and charged by Design Consultant or other Consultants for evaluating each proposed substitute.

3.4.3.4 Except as otherwise stipulated in the Contract Documents or required for safety or protection of persons or the Work or property at the Site or adjacent thereto, no Work shall be allowed by WEBB COUNTY between the hours of 10:00 p.m. and 6:00 a.m. of the following calendar day, unless directed by the ODR or requested in writing by Contractor and approved by WEBB COUNTY.

3.4.4 Contractor shall, at all times, enforce strict discipline and good order among persons working on the Project and shall not employ or continue to employ any unfit person on the Project or any person not skilled in the assigned work. Contractor shall be liable for and responsible to WEBB COUNTY for all acts and omissions of its employees, all tiers of its Subcontractors, material suppliers, anyone who Contractor may allow to perform any Work on the Project and their respective officers, agents, employees, and Consultants who Contractor may allow to come on the job site, with the exception of WEBB COUNTY or WEBB COUNTY's Designee. WEBB COUNTY, at any time, for any reason or for no reason, may direct Contractor to remove any employee, Subcontractor, material supplier or anyone else from the Project and Contractor promptly shall comply with WEBB COUNTY's direction. In addition, if Contractor receives written notice from WEBB COUNTY complaining about any Subcontractor, employee or anyone who is a material hindrance that substantially interferes with or causes an unsafe workplace, or the proper or timely execution of the Work, Contractor shall remedy such complaint without delay to the Project and at no additional cost to WEBB COUNTY. This provision shall be included in all contracts between Contractor and all Subcontractors of all tiers.

3.4.5 Contractor recognizes, accepts and hereby acknowledges the Project Site is a public facility representing WEBB COUNTY. As such, Contractor shall prohibit the possession or use of alcohol, controlled substances, and any prohibited weapons on the Project Site and shall require appropriate dress of Contractor's forces consistent with the nature of the Work being performed, including the wearing of shirts at all times. Harassment of any kind, including sexual harassment, of employees of Contractor or any Subcontractor, employees or Consultants of WEBB COUNTY or of any visitor to the Project site, by Contractor, employee(s) of Contractor, a Subcontractor or an employee of Subcontractor is strictly forbidden. Any person, Contractor, employee of Contractor, Subcontractor or employee of Subcontractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by Contractor and/or WEBB COUNTY, including the removal and of the violating person(s) or employee(s) of Contractor or Subcontractor from the Project Site; removal or exclusion of a violating person(s) shall only be effectuated after consultation with representatives of WEBB COUNTY, the Contractor and the violating person(s) and, if WEBB COUNTY so elects, termination from the Project.

3.4.6 Contractor only shall employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts and any other individuals associated with the Project.

3.4.7 All materials and installed equipment shall be as specified in the Contract Documents and, if not so specified, shall be new and of good quality, except as otherwise provided in the Contract Documents. If required by WEBB COUNTY or Design Consultant, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind and quality of materials and equipment installed. Contractor may make substitutions only with the consent of WEBB COUNTY, after Contractor's compliance with **Section 3.4.3** herein.

3.4.8 All materials shall be shipped, stored, and handled in a manner which shall protect and ensure their condition at the time of incorporation in the Work. After installation, all materials shall be properly protected against damage to ensure they are in the condition as required by **Section 3.5.1** herein when the Work is Substantially Completed or WEBB COUNTY takes over use and occupancy, whichever is earlier.