



# Travis County Commissioners Court Agenda Request

**Meeting Date:** November 12, 2013

**Prepared By/Phone Number:** Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve contract award for Frate Barker Road Improvements, IFB No. B1306-021-JW, to the low bidder, Capital Excavation Construction Company.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- The Frate Barker Road Improvements project is for the improvement of 1.3 miles of Frate Barker Road, between Brodie Lane and Manchaa Road, where the road will be widened to five (5) lanes from Manchaca Road to Buckingham Gate Drive, and to three (3) lanes from Buckingham Gate Drive to Brodie Lane. Also to be included with these improvements are a bicycle lane and a sidewalk on each side of the road. Part of the construction costs of this project are funded through an Advance Funding Agreement with the Texas Department of Transportation (TxDoT).
- Subject IFB opened on July 26, 2013, with four (4) bids received in response to the solicitation. The apparent low bidder is Capital Excavation Construction Company with a base bid of \$6,354,214.91.
- TNR is recommending for contract award Capital Excavation Construction Company for the Base Bid amount of \$6,354,214.91, in conjunction with the action the Commissioners Court takes 10/29 regarding Additive Alternate 1, in the amount of \$245,000.00, for tree relocation. Purchasing concurs with TNR's recommendation, and since the project is one that is a federally funded project, subsequent TxDoT concurrence is required, and has been received (see TxDoT's memo).

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.

➤ **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: \$6,354,214.91

Contract Type: Construction

Contract Period: 356 calendar days after issuance of notice-to-proceed.

➤ **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: via Bidsync

Responses Received: 4

HUB Information: Vendor is not a HUB

% HUB Subcontractor: 11.8%

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

Award is not to the lowest bidder; interested parties have been notified.

Comments: N/A

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: 300000318

Fund Center(s): 1490190000, 1498000001

Comments:

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, [agenda@co.travis.tx.us](mailto:agenda@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



125 EAST 11<sup>TH</sup> STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8700 | WWW.TXDOT.GOV

September 4, 2013

Joe Gieselman  
Executive Manager  
Travis County Transportation and Natural Resources  
P.O. Box 1748  
Austin, Texas 78767-1748

Attn: Steve Manilla

Travis County  
Control: 0914-04-242  
Project: STP 2007(648)MM  
CS: On Frate Barker from Brodie Lane  
To Manchaca

Dear Mr. Gieselman:

Please find attached a copy of TxDOT's Concurrence with Award for the bid opening on the above referenced project. The document authorizes Travis County to proceed with contract execution with Capital Excavation Company.

Mr. Ben Engelhardt, South Austin Area Engineer, will be the Responsible Person in Charge (RPIC) on this project and may be contacted at 512-282-2113. His office will serve as the primary contact during the construction phase and will provide periodic inspection as required to meet Federal requirements. Please contact him for attendance at the pre-construction conference.

Travis County billing statements requesting reimbursement should be submitted directly to the responsible area office with appropriate documentation which details the work completed. The attached Certification form must be submitted with each billing statement.

Travis County should keep TxDOT updated of changes in the project status to allow for any necessary coordination. The County must submit any modifications made to the contract by Change Order to TxDOT for approval prior to execution. This requirement is necessary to ensure the modifications are in compliance with Federal regulations.

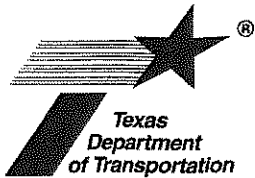
If you have any questions or need assistance, please contact me at 512-832-7133.

Sincerely,

James R. Chamberlin  
Austin District Design

Attachments

cc: Ben Engelhardt, P.E.



RECEIVED

AUG 30 2013


DED

**MEMO**

August 28, 2013

**To:** John A. Barton, P.E.  
Deputy Executive Director

RECEIVED

**From:** John F. Obr, P.E.   
Construction Division Director

SEP 03 2013

Construction Division

**Subject:** Award of Local Let Project

Control: 0914-04-242  
Project: STP 2007 (648) MM  
Highway: CS  
Travis County

The above referenced project has been reviewed. Travis county and the Austin District recommend awarding the contract to Capital Excavation Company. The total amount of the low bid was \$6,599,214.91, which is 3.1 percent under the engineer's estimate of \$6,811,564.50. Funds for this project are allocated in accordance with the Federal Project Authorization and Agreement (FPAA). The City is responsible for any costs above the maximum authorized federal amount.

There was one add alternate for this project.

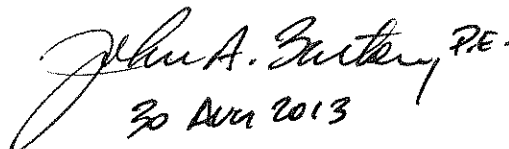
Attached are the State Letter of Authority for locally let projects and the FPAA, indicating clearances for the following:

- Encroachments
- Relocation assistance
- Environmental

The acquisition of right of way and the adjustment of utilities are not anticipated to cause any delays to the contractor's operations.

We request your concurrence in the award of this project. If you have any questions, please call Brian Hohle at 512/416-2491.

**I CONCUR**

  
30 Aug 2013

OUR GOALS  
MAINTAIN A SAFE SYSTEM ▪ ADDRESS CONGESTION ▪ CONNECT TEXAS COMMUNITIES ▪ BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer



## TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

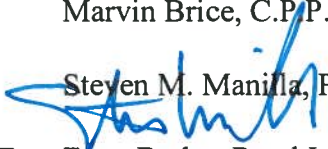
---

700 Lavaca Street-5<sup>th</sup> Floor  
Travis County Administration Building  
PO Box 1748  
Austin, Texas 78767  
Phone: (512) 854-9383  
Fax: (512) 854-4697

### MEMORANDUM

October 21, 2013

**TO:** Marvin Brice, C.P.P.B., Assistant Purchasing Agent

**FROM:**  Steven M. Manilla, P.E., County Executive

**SUBJECT:** Frate Barker Road Improvements  
Award of Construction Contract  
CSJ 0914-04-242

---

#### **Requested Agenda Item**

TNR hereby requests that the Purchasing Department place an item on the Commissioners Court agenda for the November 5, 2013 voting session to award the construction contract for the proposed improvements to Frate Barker Road to the lowest responsive and responsible bidder, Capital Excavation Company.

#### **Motion:**

Consider and take appropriate action on the recommendation to award a roadway construction contract for the Frate Barker Road Project in Precincts Three and Four to Capital Excavation Construction Company.

#### **Summary and Recommendations**

Travis County, under the oversight of the Texas Department of Transportation (TxDOT), is developing the project to improve Frate Barker Road from Brodie Lane to Manchaca Road. This section of Frate Barker Road, about 1.3 miles long, is a two-lane rural arterial roadway. The proposed improvement includes the widening of the road to five lanes from Manchaca Road to Buckingham Gate Drive, and then three lanes from Buckingham Gate Drive to Brodie Lane. This curb and gutter roadway section will also include a bicycle lane and a sidewalk on each side of the road.

This project is consistent with the local transportation plan. The Capital Area Metropolitan Planning Organization (CAMPO) is the designated transportation planning organization for the Austin-area. CAMPO produces the long-range transportation plan. Included in the plan is a network of arterial roadways that are considered essential for meeting the transportation needs of this area. The existing and proposed arterial roadway is needed to distribute traffic as efficiently as possible within the network so that no one road takes the full burden.

There are two award options for this project:

- Base bid alone (i.e. the roadway construction)
- Base bid plus Additive Alternate 1 (i.e. road construction plus the 30” tree relocation)

TNR is taking to court an item on the October 29 voting session requesting the Commissioners Court to take action on whether to award the Additive Alternate bid or not. Purchasing could prepare two contracts for the Court; one for the base bid alone, and the other for the base bid plus the Additive Alternate bid. Purchasing and TNR staff has discussed this plan with the contractor.

Four bids were received. The bid prices for Capital Excavation are:

- Base Bid (roadway reconstruction) -----\$6,354,214.91
- Base Bid plus Additive Alternate Bid (roadway and tree relocation) ----- \$6,599,214.91

The low responsive and responsible bidder is Capital Excavation. A copy of the bid tabulation is attached.

TNR recommends award of the construction contract to Capital Excavation Company for the Base Bid in conjunction with the action the Court takes regarding Additive Alternate 1.

**Budgetary and Fiscal Impact**

This project is funded jointly by the Federal Highway Administration (FHWA) and Travis County on an 80/20 Surface Transportation Project Metropolitan Mobility (STPMM) grant. The estimated project cost for funding purposes is \$11,500,000.00 with FHWA committing to a maximum of \$9,200,000.00 and the County committing to the rest of the cost and TxDOT administrative cost for a current projected total of \$2,390,000.00. The project will also utilize \$555,038.60 of fiscal posted by developers of the property abutting the roadway.

\$6,599,214.91 of the budgeted funds is reserved in the following account for this contract award:

<b>Funds Reservation: 0300000318</b>			
WBS Element: RDCN.149.000005			
<b>Fund</b>	<b>Fund Center</b>	<b>GL</b>	<b>Amount</b>
2075	1490190000	522040	\$ 5,279,371.92
4056	1490190000	522040	\$ 910,372.65
0001	1498000001	522040	\$ 409,470.34
<b>Total Funds Reserved</b>			<b>\$ 6,599,214.91</b>

**Project Information**

Travis County, under the oversight of the Texas Department of Transportation (TxDOT), is developing the project to improve Frate Barker Road from Brodie Lane to Manchaca Road. This section of Frate Barker Road, about 1.3 miles long, is a two-lane rural arterial roadway. The proposed improvement includes the widening of the road to five lanes from Manchaca Road to Buckingham Gate Drive, and three lanes from Buckingham Gate Drive to Brodie Lane. This curb and gutter roadway section will also include a bicycle lane and a sidewalk on each side of the road.

This project is consistent with the local transportation plan. The Capital Area Metropolitan Planning Organization (CAMPO) is the designated transportation planning organization for the Austin-area. CAMPO produces the long-range transportation plan and included in the plan is a network of arterial

roadways that are considered essential for meeting the transportation needs of this area. The existing and proposed arterial roadway is needed to distribute traffic as efficiently as possible within the network so that no one road takes the full burden.

This project is funded jointly by the Federal Highway Administration (FHWA) and Travis County on an 80/20 Surface Transportation Project Metropolitan Mobility (STPMM) grant. The estimated project cost is \$11,500,000.00, with FHWA committing to a maximum of \$9,200,000.00, and the County committing to the rest of the cost and TxDOT administrative cost for a current projected total of \$2,390,000.00. The project will also utilize \$555,038.60 of fiscal posted by developers of the property abutting the roadway. This project has been approved for construction by TxDOT and FHWA.

Brodie Lane is a two-lane roadway running across Frate Barker Road from FM 1626 northwards (see Project Location Map). It carries a large volume of commuter traffic between southern Travis County and northern Hays County to and from places of employment in Austin. Brodie Lane is not designated as an arterial roadway and there are no plans to widen it to relieve congestion. Completing the proposed improvements to Frate Barker Road, a designated arterial, is one of several initiatives the Court approved in 2006 to help reduce cut-through traffic on Brodie Lane. Completion of the improvements will help facilitate the movement of traffic between Brodie Lane and Manchaca Road and desirably encourage more motorists to use Manchaca Road instead of Brodie Lane.

#### **Contract award Timeline**

TNR asks that this item be placed on the Court's agenda for the November 5, 2013 voting session. This date needs to be coordinated with the court date for the requested action on whether to relocate an existing tree or replace it, Additive Alternate 1. The expected court session date for that action is October 29, 2013. Per the conditions of the bid solicitation, this project should be awarded not later than November 29, 2013, 90 working days after the bid opening date of July 26, 2013.

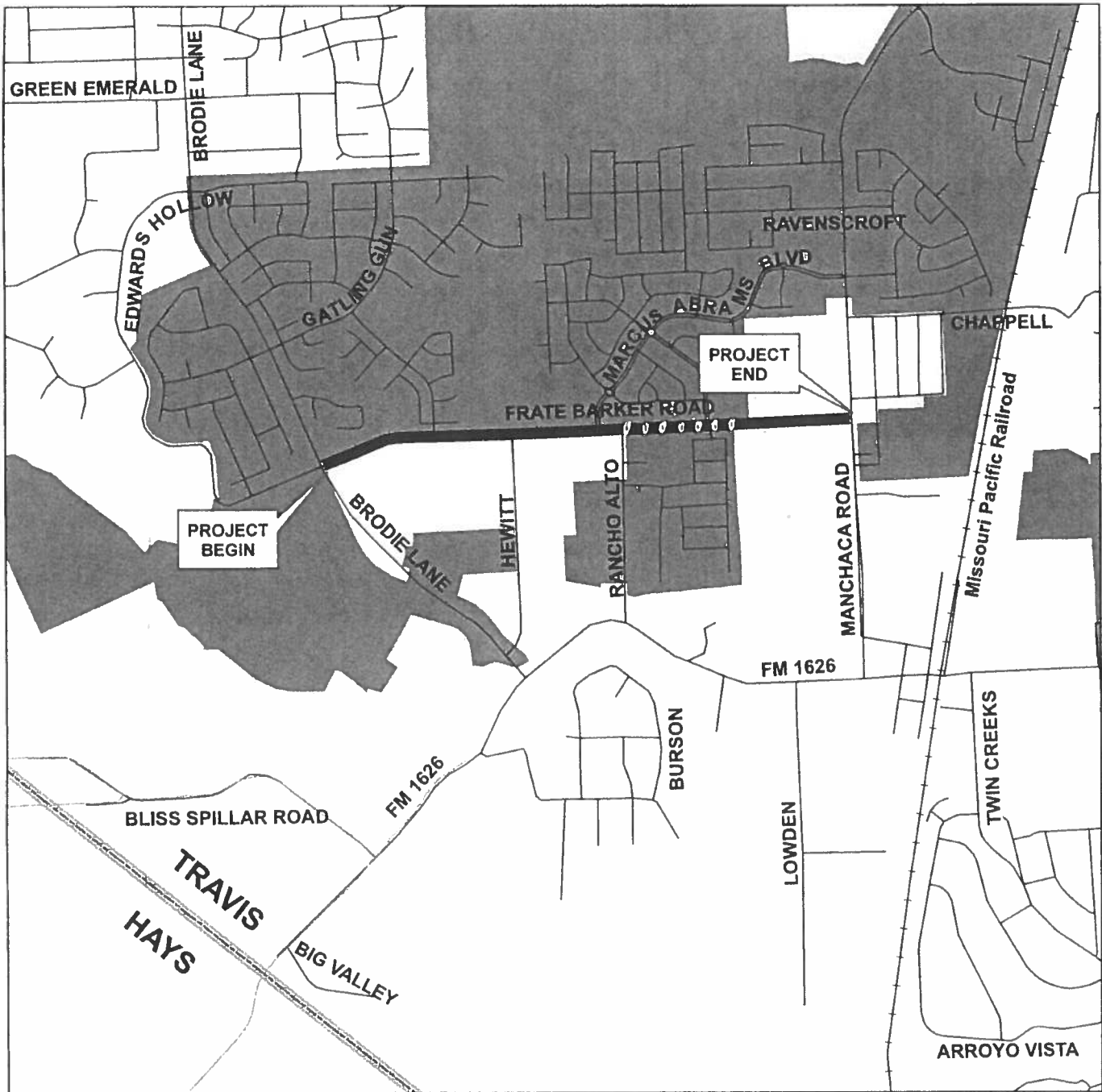
If approved by Commissioners Court, please ask the Construction Procurement Specialist to coordinate with TNR's Project Manager, Chiddi N'Jie, on a date to issue the Notice-to-Proceed to the contractor. If you need additional information, you may call him at (512) 854-7585.

#### **Attachments:**

1. Exhibit "A"- Project Location Map
2. Exhibit "B"- Bid Tabulation

Copy: Cyd V. Grimes, C.P.M., Purchasing Agent

Jason Walker, Purchasing  
Sylvia Lopez, Purchasing  
Hannah York, Auditor's Office  
Cynthia McDonald, TNR Financial  
Donna Williams-Jones, TNR Financial  
Isabelle Lopez, TNR Financial  
Tawana Gardner, TNR Financial  
Steve Sun, P.E., TNR Public Works  
Chiddi N'Jie, P.E., TNR Public Works

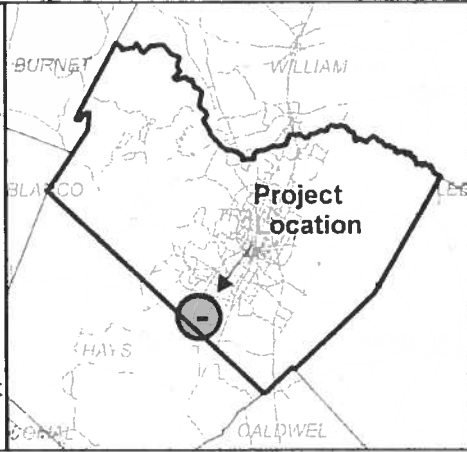


+ + Railroad  
 Project Limits in COA  
 City Limits  
 County Line

N  
 W — E  
 S

0 1,000 2,000 3,000 4,000  
 Feet

**JANUARY 24, 2008**



**PROJECT LOCATION MAP**

**Frate Barker Road:**

**From Brodie Lane to Manchaca Road**

Travis County, Texas

DISCLAIMER This map was generated by HNTB Corporation using GIS (Geographic Information Systems) software. No claims are made to the accuracy or completeness of the information shown herein nor to its suitability for a particular use. The scale and location of all mapped data are approximate.



**Travis County Transportation and Natural Resources**  
**Plans of Proposed Street Reconstruction**  
**Frate Barker Road**

**Opinion of Probable Cost - Bid Tabulations**

**HNTB Corporation**

THIS ESTIMATE REPRESENTS OUR JUDGMENT AS PROFESSIONALS FAMILIAR WITH THE CONSTRUCTION INDUSTRY. WE CANNOT AND DO NOT GUARANTEE THAT BIDS WILL NOT VARY FROM THIS ESTIMATE.

This opinion of probable cost includes street reconstruction for Frate Barker Road from Brodie Lane to Manchaca Road, storm drainage construction on Frate Barker Road from Brodie Lane to Manchaca Road, traffic signal work at Brodie Lane and Manchaca Road, and construction of the water quality pond.



BASE BID								
Bid Item	Spec. Item No.	S.P. No.	S.S. No.	Bid Quan.	Unit	Description with Unit Price in Words	Unit Price	Amount
1	100	002		69	STA	Preparing Right of Way per STA	\$ 2,000.00	\$ 138,000.00
2	100			1	EA	Preparing Right of Way (Tree) (24" to 36" Dia.) per EA	\$ 1,000.00	\$ 1,000.00
3	110			36,739	CY	Excavation (Roadway) per CY	\$ 6.00	\$ 220,434.00
4	132			15,058	CY	Embankment (Final)(Ordinary Compaction)(TY A) per CY	\$ 10.00	\$ 150,580.00
5	160			22,382	SY	Furnishing and Placing Topsoil (4") per SY	\$ 1.00	\$ 22,382.00
6	164	002		11,192	SY	Broadcast Seed (Temp)(Warm) per SY	\$ 0.10	\$ 1,119.20
7	164	002		11,192	SY	Broadcast Seed (Temp)(Cool) per SY	\$ 0.10	\$ 1,119.20
8	168			448	MG	Vegetative Watering per MG	\$ 12.00	\$ 5,376.00
9	247	033		58,586	SY	Flexible Base (Complete in Place)(TY A GR 4)(In Vehicle) per SY	\$ 19.00	\$ 1,113,134.00
10	310			52,273	SY	Prime Coat (AE-P) per SY	\$ 1.00	\$ 52,273.00
11	402			7,025	LF	Trench Excavation Protection per LF	\$ 5.00	\$ 35,125.00
12	416	001		14	LF	Drill Shaft (Roadway Illumination Pole)(30") per LF	\$ 175.00	\$ 2,450.00
13	416	001		40	LF	Drill Shaft (Traffic signal Pole)(36") per LF	\$ 190.00	\$ 7,600.00
14	432			9,636	SF	Ruprap (Concrete)(5') per SF	\$ 5.40	\$ 52,034.40
15	432			208	SF	Ruprap (Stone Protection)(12") per SF	\$ 5.60	\$ 1,164.80
16	432			7,359	SF	Ruprap (Stone Protection)(24") per SF	\$ 8.20	\$ 60,343.80
17	450	001		469	LF	Rail (Handrail)(TY B) per LF	\$ 90.00	\$ 42,210.00
18	462	015		48	LF	Concrete Box Culvert (3' x 2') per LF	\$ 120.00	\$ 5,760.00
19	462	015		651	LF	Concrete Box Culvert (3' x 3') per LF	\$ 150.00	\$ 97,650.00
20	462	015		170	LF	Concrete Box Culvert (4' x 3') per LF	\$ 155.00	\$ 26,350.00
21	462	015		270	LF	Concrete Box Culvert (10' x 6') per LF	\$ 500.00	\$ 135,000.00
22	464	006		1,718	LF	Reinforced Pipe (CL III)(18") per LF	\$ 40.00	\$ 68,720.00
23	464	006		2,076	LF	Reinforced Pipe (CL III)(24") per LF	\$ 57.00	\$ 118,332.00
24	464	006		906	LF	Reinforced Pipe (CL III)(30") per LF	\$ 64.00	\$ 57,984.00
25	464	006		2,800	LF	Reinforced Pipe (CL III)(36") per LF	\$ 80.00	\$ 224,000.00
26	464	006		853	LF	Reinforced Pipe (CL III)(42") per LF	\$ 115.00	\$ 98,095.00
27	464	006		447	LF	Reinforced Pipe (CL III)(54") per LF	\$ 220.00	\$ 98,340.00
28	465	001		1	EA	Manhole (Complete)(TY M) per EA	\$ 4,000.00	\$ 4,000.00
29	465	001		3	EA	Inlet (Complete)(Drop)(TY 1) per EA	\$ 3,780.00	\$ 11,340.00
30	465	001		2	EA	Inlet (Complete)(Drop)(TY 1)(Modified) per EA	\$ 3,780.00	\$ 7,560.00
31	466			2	EA	Wingwall (Parallel Wing)(HW=6") per EA	\$ 10,000.00	\$ 20,000.00
32	467			1	EA	Safety end Treatment (TY 1) (S=3)(HW=3')(G.1)(P) per EA	\$ 4,000.00	\$ 4,000.00
33	467			2	EA	Safety end Treatment (TY 1) (S=4)(HW=3')(G.1)(P) per EA	\$ 4,000.00	\$ 8,000.00
34	467			2	EA	Safety end Treatment (TY 1) (S=3)(HW=2')(G.1)(C) per EA	\$ 3,000.00	\$ 6,000.00
35	500			1	LS	Mobilization Per LS	\$ 594,233.90	\$ 594,233.90
36	502	033		24	MO	Barricades, Signs and Traffic Handling Per MO	\$ 2,000.00	\$ 48,000.00
37	508			5,214	SY	Constructing Detours per SY	\$ 25.00	\$ 130,350.00
38	512	002		660	LF	Portable Concrete Traffic Barrier (Furnish and Install)(Low Profile)(TY 1) per LF	\$ 35.00	\$ 23,100.00
39	512	002		120	LF	Portable Concrete Traffic Barrier (Furnish and Install)(Low Profile)(TY 2) per LF	\$ 44.00	\$ 5,280.00
40	512	002		2,940	LF	Portable Concrete Traffic Barrier (Move)(Low Profile)(TY 1) per LF	\$ 10.00	\$ 29,400.00
41	512	002		560	LF	Portable Concrete Traffic Barrier (Move)(Low Profile)(TY 2) per LF	\$ 10.00	\$ 5,600.00
42	512	002		660	LF	Portable Concrete Traffic Barrier (Remove)(Low Profile)(TY 1) per LF	\$ 10.00	\$ 6,600.00

CONTRACTOR NO. 1: CASH CONSTRUCTION COMPANY, INC.				
Contr. 1 Unit	Contr. 1 Total	Contr. 1 Unit Variance	% Variance	
\$ 500.00	\$ 34,500.00	\$ (1,500.00)	-75.00%	
\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	400.00%	
\$ 13.00	\$ 477,607.00	\$ 7.00	116.67%	
\$ 4.00	\$ 60,232.00	\$ (6.00)	-60.00%	
\$ 2.00	\$ 44,764.00	\$ 1.00	100.00%	
\$ 0.15	\$ 1,678.80	\$ 0.05	50.00%	
\$ 0.15	\$ 1,678.80	\$ 0.05	50.00%	
\$ 30.00	\$ 13,440.00	\$ 18.00	150.00%	
\$ 16.00	\$ 937,376.00	\$ (3.00)	-15.79%	
\$ 0.60	\$ 31,363.80	\$ (0.40)	-40.00%	
\$ 1.00	\$ 7,025.00	\$ (4.00)	-80.00%	
\$ 210.00	\$ 2,940.00	\$ 35.00	20.00%	
\$ 270.00	\$ 10,800.00	\$ 80.00	42.11%	
\$ 7.00	\$ 67,452.00	\$ 1.60	29.63%	
\$ 7.00	\$ 1,456.00	\$ 1.40	25.00%	
\$ 9.00	\$ 66,231.00	\$ 0.80	9.76%	
\$ 70.00	\$ 32,830.00	\$ (20.00)	-22.22%	
\$ 180.00	\$ 8,640.00	\$ 60.00	50.00%	
\$ 150.00	\$ 97,650.00	\$ -	0.00%	
\$ 180.00	\$ 30,600.00	\$ 25.00	16.13%	
\$ 800.00	\$ 216,000.00	\$ 300.00	60.00%	
\$ 44.00	\$ 75,592.00	\$ 4.00	10.00%	
\$ 75.00	\$ 155,700.00	\$ 18.00	31.58%	
\$ 80.00	\$ 72,480.00	\$ 16.00	25.00%	
\$ 120.00	\$ 336,000.00	\$ 40.00	50.00%	
\$ 130.00	\$ 110,890.00	\$ 15.00	13.04%	
\$ 240.00	\$ 107,280.00	\$ 20.00	9.09%	
\$ 6,500.00	\$ 6,500.00	\$ 2,500.00	62.50%	
\$ 5,500.00	\$ 16,500.00	\$ 1,720.00	45.50%	
\$ 5,500.00	\$ 11,000.00	\$ 1,720.00	45.50%	
\$ 20,000.00	\$ 40,000.00	\$ 10,000.00	100.00%	
\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	150.00%	
\$ 11,000.00	\$ 22,000.00	\$ 7,000.00	175.00%	
\$ 7,000.00	\$ 14,000.00	\$ 4,000.00	133.33%	
\$ 101,000.00	\$ 101,000.00	\$ (493,233.90)	-83.00%	
\$ 1,600.00	\$ 38,400.00	\$ (400.00)	-20.00%	
\$ 49.00	\$ 255,486.00	\$ 24.00	96.00%	
\$ 65.00	\$ 42,900.00	\$ 30.00	85.71%	
\$ 82.00	\$ 9,840.00	\$ 38.00	86.36%	
\$ 11.00	\$ 32,340.00	\$ 1.00	10.00%	
\$ 11.00	\$ 6,160.00	\$ 1.00	10.00%	
\$ 11.00	\$ 7,260.00	\$ 1.00	10.00%	

CONTRACTOR NO. 2: CF JORDAN CONSTRUCTION COMPANY, LLC				
Contr. 2 Unit	Contr. 2 Total	Contr. 2 Unit Variance	% Variance	
\$ 3,500.00	\$ 241,500.00	\$ 1,500.00	75.00%	
\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	200.00%	
\$ 12.00	\$ 440,868.00	\$ 6.00	100.00%	
\$ 13.00	\$ 195,754.00	\$ 3.00	30.00%	
\$ 1.30	\$ 29,096.60	\$ 0.30	30.00%	
\$ 0.14	\$ 1,566.88	\$ 0.04	40.00%	
\$ 0.14	\$ 1,566.88	\$ 0.04	40.00%	
\$ 20.00	\$ 8,960.00	\$ 8.00	66.67%	
\$ 12.50	\$ 732,325.00	\$ (6.50)	-34.21%	
\$ 0.60	\$ 31,363.80	\$ (0.40)	-40.00%	
\$ 1.35	\$ 9,483.75	\$ (3.65)	-73.00%	
\$ 210.00	\$ 2,940.00	\$ 35.00	20.00%	
\$ 280.00	\$ 11,200.00	\$ 90.00	47.37%	
\$ 6.40	\$ 61,670.40	\$ 1.00	18.52%	
\$ 16.00	\$ 3,328.00	\$ 10.40	185.71%	
\$ 10.00	\$ 73,590.00	\$ 1.80	21.95%	
\$ 65.00	\$ 30,485.00	\$ (25.00)	-27.78%	
\$ 175.00	\$ 8,400.00	\$ 55.00	45.83%	
\$ 150.00	\$ 97,650.00	\$ -	0.00%	
\$ 190.00	\$ 32,300.00	\$ 35.00	22.58%	
\$ 475.00	\$ 128,250.00	\$ (25.00)	-5.00%	
\$ 70.00	\$ 120,260.00	\$ 30.00	75.00%	
\$ 72.00	\$ 149,472.00	\$ 15.00	26.32%	
\$ 80.00	\$ 72,480.00	\$ 16.00	25.00%	
\$ 90.00	\$ 252,000.00	\$ 10.00	12.50%	
\$ 125.00	\$ 106,625.00	\$ 10.00	8.70%	
\$ 200.00	\$ 89,400.00	\$ (20.00)	-9.09%	
\$ 4,200.00	\$ 4,200.00	\$ 200.00	5.00%	
\$ 4,700.00	\$ 14,100.00	\$ 920.00	24.34%	
\$ 5,200.00	\$ 10,400.00	\$ 1,420.00	37.57%	
\$ 30,000.00	\$ 60,000.00	\$ 20,000.00	200.00%	
\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	25.00%	
\$ 5,800.00	\$ 11,600.00	\$ 1,800.00	45.00%	
\$ 3,800.00	\$ 7,600.00	\$ 800.00	26.67%	
\$ 452,000.00	\$ 452,000.00	\$ (142,233.90)	-23.94%	
\$ 1,500.00	\$ 36,000.00	\$ (500.00)	-25.00%	
\$ 42.00	\$ 218,988.00	\$ 17.00	68.00%	
\$ 18.50	\$ 12,210.00	\$ (16.50)	-17.14%	
\$ 45.00	\$ 5,400.00	\$ 1.00	2.27%	
\$ 8.00	\$ 23,520.00	\$ (2.00)	-20.00%	
\$ 14.00	\$ 7,840.00	\$ 4.00	40.00%	
\$ 13.00	\$ 8,580.00	\$ 3.00	30.00%	

CONTRACTOR NO. 3: AARON CONCRETE				
Contr. 3 Unit	Contr. 3 Total	Contr. 3 Unit Variance	% Variance	
\$ 3,800.00	\$ 262,200.00	\$ 1,800.00	90.00%	
\$ 2,900.00	\$ 2,900.00	\$ 1,900.00	190.00%	
\$ 20.00	\$ 734,780.00	\$ 14.00	233.33%	
\$ 27.00	\$ 406,566.00	\$ 17.00	170.00%	
\$ 1.70	\$ 38,049.40	\$ 0.70	70.00%	
\$ 0.14	\$ 1,566.88	\$ 0.04	40.00%	
\$ 0.14	\$ 1,566.88	\$ 0.04	40.00%	
\$ 46.00	\$ 20,608.00	\$ 34.00	283.33%	
\$ 12.50	\$ 732,325.00	\$ (6.50)	-34.21%	
\$ 0.70	\$ 36,591.10	\$ (0.30)	-30.00%	
\$ 1.00	\$ 7,025.00	\$ (4.00)	-80.00%	
\$ 268.00	\$ 3,752.00	\$ 93.00	53.14%	
\$ 345.00	\$ 13,800.00	\$ 155.00	81.58%	
\$ 7.85	\$ 75,642.60	\$ 2.45	45.37%	
\$ 7.80	\$ 1,622.40	\$ 2.20	39.29%	
\$ 9.00	\$ 66,231.00	\$ 0.80	9.76%	
\$ 68.00	\$ 31,892.00	\$ (22.00)	-24.44%	
\$ 207.00	\$ 9,936.00	\$ 87.00	72.50%	
\$ 234.00	\$ 152,334.00	\$ 84.00	56.00%	
\$ 288.00	\$ 48,960.00	\$ 133.00	85.81%	
\$ 1,500.00	\$ 405,000.00	\$ 1,000.00	200.00%	
\$ 86.00	\$ 147,748.00	\$ 46.00	115.00%	
\$ 110.00	\$ 228,360.00	\$ 53.00	92.98%	
\$ 135.00	\$ 122,310.00	\$ 71.00	110.94%	
\$ 168.00	\$ 470,400.00	\$ 88.00	110.00%	
\$ 210.00	\$ 179,130.00	\$ 95.00	82.61%	
\$ 280.00	\$ 125,160.00	\$ 60.00	27.27%	
\$ 6,000.00	\$ 6,000.00	\$ 2,000.00	50.00%	
\$ 6,000.00	\$ 18,000.00	\$ 2,220.00	58.73%	
\$ 20,000.00	\$ 40,000.00	\$ 16,220.00	429.10%	
\$ 57,000.00	\$ 114,000.00	\$ 47,000.00	470.00%	
\$ 12,000.00	\$ 12,000.00	\$ 8,000.00	200.00%	
\$ 13,000.00	\$ 26,000.00	\$ 9,000.00	225.00%	
\$ 8,700.00	\$ 17,400.00	\$ 5,700.00	190.00%	
\$ 812,000.00	\$ 812,000.00	\$ 217,766.10	36.65%	
\$ 1,600.00	\$ 38,400.00	\$ (400.00)	-20.00%	
\$ 55.00	\$ 286,770.00	\$ 30.00	120.00%	
\$ 70.00	\$ 46,200.00	\$ 35.00	100.00%	
\$ 80.00	\$ 9,600.00	\$ 36.00	81.82%	
\$ 17.00	\$ 49,980.00	\$ 7.00	70.00%	
\$ 25.00	\$ 14,000.00	\$ 15.00	150.00%	
\$ 17.00	\$ 11,220.00	\$ 7.00	70.00%	

CONTRACTOR NO. 4: CAPITAL EXCAVATION COMPANY				
Contr. 4 Unit	Contr. 4 Total	Contr. 4 Unit Variance	% Variance	
\$ 2,000.00	\$ 138,000.00	\$ -	0.00%	
\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	200.00%	
\$ 11.00	\$ 404,129.00	\$ 5.00	83.33%	
\$ 13.00	\$ 195,754.00	\$ 3.00	30.00%	
\$ 2.75	\$ 61,550.50	\$ 1.75	175.00%	

BASE BID									
Bid Item	Spec. Item No.	S.P. No.	S.S. No.	Bid Qty.	Unit	Description with Unit Price in Words	Unit Price	Amount	
43	512	002		120	LF	Portable Concrete Traffic Barrier (Remove)(Low Profile)(TY 2) per LF	\$ 10.00	\$ 1,200.00	
44	529			14,279	LF	Concrete Curb and Gutter (TY II) per LF	\$ 20.00	\$ 285,580.00	
45	529			495	LF	Concrete Curb (TY CI) per LF	\$ 45.00	\$ 22,275.00	
46	529			630	LF	Concrete Curb (TY FI) per LF	\$ 65.00	\$ 40,950.00	
47	530	006		2,119	SY	Driveways (Concrete) per SY	\$ 60.00	\$ 127,140.00	
48	530	006		247	SY	Driveways (Asphalt) per SY	\$ 27.00	\$ 6,669.00	
49	531			7,573	SY	Concrete Sidewalk (5') per SY	\$ 45.00	\$ 340,785.00	
50	531			5	EA	Curb Ramps (TY 1) Per EA	\$ 1,250.00	\$ 6,250.00	
51	531			2	EA	Curb Ramps (TY 2) Per EA	\$ 1,250.00	\$ 2,500.00	
52	531			4	EA	Curb Ramps (TY 5) Per EA	\$ 1,400.00	\$ 5,600.00	
53	531			23	EA	Curb Ramps (TY 10) Per EA	\$ 1,150.00	\$ 26,450.00	
54	540	031		42	LF	Metal Wide-Beam Guard Fence (Timber Post) per LF	\$ 25.00	\$ 1,050.00	
55	544			1	EA	Guardrail End Treatment (Install) per EA	\$ 1,970.00	\$ 1,970.00	
56	560	001		5	EA	Mailbox Install-Single (WC-Post)(TY 3 Foundation)(Option 1) per EA	\$ 300.00	\$ 1,500.00	
57	610	015		2	EA	Relocate Roadside Illumination Assembly (Transformer Base) per EA	\$ 3,000.00	\$ 6,000.00	
58	618			555	LF	Conduit (PVC)(Schedule 80)(2") per LF	\$ 5.00	\$ 2,775.00	
59	618			80	LF	Conduit (PVC)(Schedule 80)(2") (Bore) per LF	\$ 20.00	\$ 1,600.00	
60	618			455	LF	Conduit (PVC)(Schedule 80)(3") per LF	\$ 10.00	\$ 4,550.00	
61	618			160	LF	Conduit (PVC)(Schedule 80)(3") (Bore) per LF	\$ 20.00	\$ 3,200.00	
62	620	001		95	LF	Electric Conductor (No 6) Bare per LF	\$ 2.00	\$ 190.00	
63	620	001		190	LF	Electric Conductor (No 6) Insulated per LF	\$ 2.00	\$ 380.00	
64	620	001		1,195	LF	Electric Conductor (No 8) Bare per LF	\$ 1.00	\$ 1,195.00	
65	620	001		1,100	LF	Electric Conductor (No 8) Insulated per LF	\$ 1.00	\$ 1,100.00	
66	624	014		4	EA	Ground Box TY D (162922) with Apron per EA	\$ 750.00	\$ 3,000.00	
67	628	003		1	EA	Electric Service TY D 120/240 100 (NS) AL (E) SP (U) per EA	\$ 3,200.00	\$ 3,200.00	
68	636	014		152	SF	Aluminum Signs per SF	\$ 21.00	\$ 3,192.00	
69	644			38	EA	Install Small Roadside Sign Supports and Assemblies TY 10BWG (1) SA (P) per EA	\$ 400.00	\$ 15,200.00	
70	644			7	EA	Install Small Roadside Sign Supports and Assemblies per EA	\$ 65.00	\$ 455.00	
71	662			12,521	LF	Work Zone Pavement Markings Non-Removable (W) 4" (Solid) per LF	\$ 1.00	\$ 12,521.00	
72	662			32	LF	Work Zone Pavement Markings Non-Removable (W) 8" (Dot) per LF	\$ 1.00	\$ 32.00	
73	662			44	LF	Work Zone Pavement Markings Non-Removable (W) 24" (Solid) per LF	\$ 6.00	\$ 264.00	
74	662			25,654	LF	Work Zone Pavement Markings Non-Removable (Y) 4" (Solid) per LF	\$ 1.00	\$ 25,654.00	
75	666			2,025	LF	ReflectORIZED Pavement Marking Type I (W) 4" (BRK) (90 MIL), complete and in-place per LF	\$ 0.38	\$ 769.50	
76	666			141	LF	ReflectORIZED Pavement Marking Type I (W) 4" (DOT) (90 MIL), complete and in-place per LF	\$ 1.12	\$ 157.92	
77	666			11,328	LF	ReflectORIZED Pavement Marking Type I (W) 4" (SLD) (90 MIL), complete and in-place per LF	\$ 0.36	\$ 4,078.08	
78	666			100	LF	ReflectORIZED Pavement Marking Type I (W) 8" (DOT) (90 MIL), complete and in-place per LF	\$ 1.73	\$ 173.00	
79	666			1,415	LF	ReflectORIZED Pavement Marking Type I (W) 8" (SLD) (90 MIL), complete and in-place per LF	\$ 0.78	\$ 1,103.70	
80	666			790	LF	ReflectORIZED Pavement Marking Type I (W) 12" (SLD) (90 MIL), complete and in-place per LF	\$ 3.32	\$ 2,622.80	
81	666			219	LF	ReflectORIZED Pavement Marking Type I (W) 24" (SLD) (90 MIL), complete and in-place per LF	\$ 6.80	\$ 1,489.20	
82	666			16	EA	ReflectORIZED Pavement Marking Type I (W) (ARROW) (90 MIL), complete and in-place per EA	\$ 100.00	\$ 1,600.00	
83	666			27	EA	ReflectORIZED Pavement Marking Type I (W) (BIKE ARW) (90 MIL), complete and in-place per EA	\$ 50.00	\$ 1,350.00	
84	666			27	EA	ReflectORIZED Pavement Marking Type I (W) (BIKE SYMBOL) (90 MIL), complete and in-place per EA	\$ 170.00	\$ 4,590.00	
85	666			8	EA	ReflectORIZED Pavement Marking Type I (W) (WORD) (90 MIL), complete and in-place per EA	\$ 151.00	\$ 1,208.00	
86	666			2,754	LF	ReflectORIZED Pavement Marking Type I (Y) 4" (BRK) (90 MIL), complete and in-place per LF	\$ 0.45	\$ 1,239.30	

Contr. 1 Unit	Contr. 1 Total	Contr. 1 Unit Variance	% Variance
\$ 11.00	\$ 1,320.00	\$ 1.00	10.00%
\$ 13.00	\$ 185,627.00	\$ (7.00)	-35.00%
\$ 80.00	\$ 39,600.00	\$ 35.00	77.78%
\$ 110.00	\$ 69,300.00	\$ -45.00	-69.23%
\$ 66.00	\$ 139,854.00	\$ 6.00	10.00%
\$ 55.00	\$ 13,585.00	\$ 28.00	103.70%
\$ 44.00	\$ 333,212.00	\$ (1.00)	-2.22%
\$ 1,100.00	\$ 5,500.00	\$ (150.00)	-12.00%
\$ 1,100.00	\$ 2,200.00	\$ (150.00)	-12.00%
\$ 3,500.00	\$ 14,000.00	\$ 2,100.00	150.00%
\$ 1,600.00	\$ 36,800.00	\$ 450.00	39.13%
\$ 32.00	\$ 1,344.00	\$ 7.00	28.00%
\$ 2,000.00	\$ 2,000.00	\$ 30.00	1.52%
\$ 130.00	\$ 650.00	\$ (170.00)	-56.67%
\$ 1,200.00	\$ 2,400.00	\$ (1,800.00)	-60.00%
\$ 14.00	\$ 7,770.00	\$ 9.00	180.00%
\$ 25.00	\$ 2,000.00	\$ 5.00	25.00%
\$ 19.00	\$ 8,645.00	\$ 9.00	90.00%
\$ 33.00	\$ 5,280.00	\$ 13.00	65.00%
\$ 2.00	\$ 190.00	\$ -	0.00%
\$ 2.00	\$ 380.00	\$ -	0.00%
\$ 1.00	\$ 1,195.00	\$ -	0.00%
\$ 2.00	\$ 2,200.00	\$ 1.00	100.00%
\$ 1,100.00	\$ 4,400.00	\$ 350.00	46.67%
\$ 5,500.00	\$ 5,500.00	\$ 2,300.00	71.88%
\$ 11.00	\$ 1,672.00	\$ (10.00)	-47.62%
\$ 400.00	\$ 15,200.00	\$ -	0.00%
\$ 300.00	\$ 2,100.00	\$ 235.00	361.54%
\$ 1.00	\$ 12,521.00	\$ -	0.00%
\$ 2.00	\$ 64.00	\$ 1.00	100.00%
\$ 9.00	\$ 396.00	\$ 3.00	50.00%
\$ 0.60	\$ 15,392.40	\$ (0.40)	-40.00%
\$ 0.50	\$ 1,012.50	\$ 0.12	31.58%
\$ 0.50	\$ 70.50	\$ (0.62)	-55.36%
\$ 0.50	\$ 5,664.00	\$ 0.14	38.89%
\$ 1.00	\$ 100.00	\$ (0.73)	-42.20%
\$ 0.50	\$ 707.50	\$ (0.28)	-35.90%
\$ 1.00	\$ 790.00	\$ (2.32)	-69.88%
\$ 2.00	\$ 438.00	\$ (4.80)	-70.59%
\$ 60.00	\$ 960.00	\$ (40.00)	-40.00%
\$ 60.00	\$ 1,620.00	\$ 10.00	20.00%
\$ 80.00	\$ 2,160.00	\$ (90.00)	-52.94%
\$ 150.00	\$ 1,200.00	\$ (1.00)	-0.66%
\$ 0.50	\$ 1,377.00	\$ 0.05	11.11%

Contr. 2 Unit	Contr. 2 Total	Contr. 2 Unit Variance	% Variance
\$ 35.00	\$ 4,200.00	\$ 25.00	250.00%
\$ 11.00	\$ 157,069.00	\$ (9.00)	-45.00%
\$ 68.00	\$ 33,660.00	\$ 23.00	51.11%
\$ 82.00	\$ 51,660.00	\$ 17.00	26.15%
\$ 55.00	\$ 116,545.00	\$ (5.00)	-8.33%
\$ 45.00	\$ 11,115.00	\$ 18.00	66.67%
\$ 40.00	\$ 302,920.00	\$ (5.00)	-11.11%
\$ 1,200.00	\$ 6,000.00	\$ (50.00)	-4.00%
\$ 1,300.00	\$ 2,600.00	\$ 50.00	4.00%
\$ 2,500.00	\$ 10,000.00	\$ 1,100.00	78.57%
\$ 1,300.00	\$ 29,900.00	\$ 150.00	13.04%
\$ 35.00	\$ 1,470.00	\$ 10.00	40.00%
\$ 2,000.00	\$ 2,000.00	\$ 30.00	1.52%
\$ 250.00	\$ 1,250.00	\$ (50.00)	-16.67%
\$ 1,700.00	\$ 3,400.00	\$ (1,300.00)	-43.33%
\$ 9.50	\$ 5,272.50	\$ 4.50	90.00%
\$ 24.00	\$ 1,920.00	\$ 4.00	20.00%
\$ 13.00	\$ 5,915.00	\$ 3.00	30.00%
\$ 27.00	\$ 4,320.00	\$ 7.00	35.00%
\$ 2.10	\$ 199.50	\$ 0.10	5.00%
\$ 2.40	\$ 456.00	\$ 0.40	20.00%
\$ 1.48	\$ 1,768.60	\$ 0.48	48.00%
\$ 1.40	\$ 1,540.00	\$ 0.40	40.00%
\$ 950.00	\$ 3,800.00	\$ 200.00	26.67%
\$ 6,200.00	\$ 6,200.00	\$ 3,000.00	93.75%
\$ 25.00	\$ 3,800.00	\$ 4.00	19.05%
\$ 420.00	\$ 15,960.00	\$ 20.00	5.00%
\$ 420.00	\$ 2,940.00	\$ 355.00	546.15%
\$ 0.37	\$ 4,632.77	\$ (0.63)	-63.00%
\$ 1.48	\$ 47.36	\$ 0.48	48.00%
\$ 7.00	\$ 308.00	\$ 1.00	16.67%
\$ 0.37	\$ 9,491.98	\$ (0.63)	-63.00%
\$ 0.40	\$ 810.00	\$ 0.02	5.26%
\$ 0.40	\$ 56.40	\$ (0.72)	-64.29%
\$ 0.40	\$ 4,531.20	\$ 0.04	11.11%
\$ 0.85	\$ 85.00	\$ (0.88)	-50.87%
\$ 0.90	\$ 1,273.50	\$ 0.12	15.38%
\$ 3.10	\$ 2,449.00	\$ (0.22)	-6.63%
\$ 6.35	\$ 1,390.65	\$ (0.45)	-6.62%
\$ 100.00	\$ 1,600.00	\$ -	0.00%
\$ 75.00	\$ 2,025.00	\$ 25.00	50.00%
\$ 235.00	\$ 6,345.00	\$ 65.00	38.24%
\$ 125.00	\$ 1,000.00	\$ (26.00)	-17.22%
\$ 0.40	\$ 1,101.60	\$ (0.05)	-11.11%

Contr. 3 Unit	Contr. 3 Total	Contr. 3 Unit Variance	% Variance
\$ 32.00	\$ 3,840.00	\$ 22.00	220.00%
\$ 12.00	\$ 171,348.00	\$ (8.00)	-40.00%
\$ 87.00	\$ 43,065.00	\$ 42.00	93.33%
\$ 122.00	\$ 76,860.00	\$ 57.00	87.69%
\$ 52.00	\$ 110,188.00	\$ (8.00)	-13.33%
\$ 35.00	\$ 8,645.00	\$ 8.00	29.63%
\$ 46.00	\$ 348,358.00	\$ 1.00	2.22%
\$ 1,100.00	\$ 5,500.00	\$ (150.00)	-12.00%
\$ 1,050.00	\$ 2,100.00	\$ (200.00)	-16.00%
\$ 3,600.00	\$ 14,400.00	\$ 2,200.00	157.14%
\$ 1,600.00	\$ 36,800.00	\$ 450.00	39.13%
\$ 35.00	\$ 1,470.00	\$ 10.00	40.00%
\$ 2,150.00	\$ 2,150.00	\$ 180.00	9.14%
\$ 150.00	\$ 750.00	\$ (150.00)	-50.00%
\$ 1,750.00	\$ 3,500.00	\$ (1,250.00)	-41.67%
\$ 17.00	\$ 9,435.00	\$ 12.00	240.00%
\$ 34.00	\$ 2,720.00	\$ 14.00	70.00%
\$ 25.00	\$ 11,375.00	\$ 15.00	150.00%
\$ 43.00	\$ 6,880.00	\$ 23.00	115.00%
\$ 2.00	\$ 190.00	\$ -	0.00%
\$ 2.30	\$ 437.00	\$ 0.30	15.00%
\$ 1.60	\$ 1,912.00	\$ 0.60	60.00%
\$ 2.00	\$ 2,200.00	\$ 1.00	100.00%
\$ 1,400.00	\$ 5,600.00	\$ 650.00	86.67%
\$ 6,800.00	\$ 6,800.00	\$ 3,600.00	112.50%
\$ 13.00	\$ 1,976.00	\$ (8.00)	-38.10%
\$ 441.00	\$ 16,758.00	\$ 41.00	10.25%
\$ 311.00	\$ 2,177.00	\$ 246.00	378.46%
\$ 0.36	\$ 4,507.56	\$ (0.64)	-64.00%
\$ 1.45	\$ 46.40	\$ 0.45	45.00%
\$ 7.25	\$ 319.00	\$ 1.25	20.83%
\$ 0.36	\$ 9,235.44	\$ (0.64)	-64.00%
\$ 0.39	\$ 789.75	\$ 0.01	2.63%
\$ 0.39	\$ 54.99	\$ (0.73)	-65.18%
\$ 0.39	\$ 4,417.92	\$ 0.03	8.33%
\$ 0.90	\$ 90.00	\$ (0.83)	-47.98%
\$ 0.90	\$ 1,273.50	\$ 0.12	15.38%
\$ 3.20	\$ 2,528.00	\$ (0.12)	-3.61%
\$ 6.40	\$ 1,401.60	\$ (0.40)	-5.88%
\$ 99.00	\$ 1,584.00	\$ (1.00)	-1.00%
\$ 76.00	\$ 2,052.00	\$ 26.00	52.00%
\$ 238.00	\$ 6,426.00	\$ 68.00	40.00%
\$ 128.00	\$ 1,024.00	\$ (23.00)	-15.23%
\$ 0.39	\$ 1,074.06	\$ (0.06)	-13.33%

Contr. 4 Unit	Contr. 4 Total	Contr. 4 Unit Variance	% Variance
\$ 10.00	\$ 1,200.00	\$ -	0.00%
\$ 6.25	\$ 89,243.75	\$ (13.75)	-68.75%
\$ 85.00	\$ 42,075.00	\$ 40.00	88.89%
\$ 100.00	\$ 63,000.00	\$ 35.00	53.85%
\$ 42.00	\$ 88,998.00	\$ (18.00)	-30.00%
\$ 45.00	\$ 11,115.00	\$ 18.00	66.67%
\$ 29.00	\$ 219,617.00	\$ (16.00)	-35.56%
\$ 1,000.00	\$ 5,000.00	\$ (250.00)	-20.00%
\$ 1,200.00	\$ 2,400.00	\$ (50.00)	-4.00%
\$ 1,000.00	\$ 4,000.00	\$ (400.00)	-28.57%
\$ 1,500.00	\$ 34,500.00	\$ 350.00	30.43%
\$ 30.00	\$ 1,260.00	\$ 5.00	20.00%
\$ 1,860.00	\$ 1,860.00	\$ (110.00)	-5.58%
\$ 185.00	\$ 925.00	\$ (115.00)	-38.33%
\$ 1,400.00	\$ 2,800.00	\$ (1,600.00)	-53.33%
\$ 15.00	\$ 8,325.00	\$ 10.00	200.00%
\$ 30.00	\$ 2,400.00	\$ 10.00	50.00%
\$ 22.00	\$ 10,010.00	\$ 12.00	120.00%

BASE BID								
Bid Item	Spec. Item No.	S.P. No.	S.S. No.	Bid Quan.	Unit	Description with Unit Price in Words	Unit Price	Amount
87	666			13,654	LF	ReflectORIZED Pavement Marking Type I (Y) 4" (SLD) (90 MIL), complete and in-place per LF	\$ 0.37	\$ 5,051.98
88	666			402	LF	ReflectORIZED Pavement Marking Type I (Y) 12" (SLD) (90 MIL), complete and in-place per LF	\$ 3.08	\$ 1,238.16
89	666			2,025	LF	ReflectORIZED Pavement Marking Type II (W) 4" (BRK), complete and in-place per LF	\$ 0.16	\$ 324.00
90	666			141	LF	ReflectORIZED Pavement Marking Type II (W) 4" (DOT), complete and in-place per LF	\$ 0.33	\$ 46.53
91	666			11,328	LF	ReflectORIZED Pavement Marking Type II (W) 4" (SLD), complete and in-place per LF	\$ 0.16	\$ 1,812.48
92	666			1,415	LF	ReflectORIZED Pavement Marking Type II (W) 8" (SLD), complete and in-place per LF	\$ 0.36	\$ 509.40
93	666			790	LF	ReflectORIZED Pavement Marking Type II (W) 12" (SLD), complete and in-place per LF	\$ 1.00	\$ 790.00
94	666			219	LF	ReflectORIZED Pavement Marking Type II (W) 24" (SLD), complete and in-place per LF	\$ 2.05	\$ 448.95
95	666			17	EA	ReflectORIZED Pavement Marking Type II (W) (ARROW), complete and in-place per EA	\$ 40.00	\$ 680.00
96	666			8	EA	ReflectORIZED Pavement Marking Type II (W) (WORD), complete and in-place per EA	\$ 51.00	\$ 408.00
97	666			2,754	LF	ReflectORIZED Pavement Marking Type II (Y) 4" (BRK), complete and in-place per LF	\$ 0.24	\$ 660.96
98	666			13,654	LF	ReflectORIZED Pavement Marking Type II (Y) 4" (SLD), complete and in-place per LF	\$ 0.15	\$ 2,048.10
99	666			402	LF	ReflectORIZED Pavement Marking Type II (Y) 12" (SLD), complete and in-place per LF	\$ 0.78	\$ 313.56
100	672	034		166	EA	ReflectORIZED Pavement Markers I-C, Complete and in place per EA	\$ 3.80	\$ 630.80
101	672	034		406	EA	ReflectORIZED Pavement Markers II-A-A, Complete and in place per EA	\$ 3.38	\$ 1,372.28
102	677			9,105	LF	Eliminate Existing Pavement Markings and Markers (4") per LF	\$ 0.50	\$ 4,552.50
103	677			202	LF	Eliminate Existing Pavement Markings and Markers (8") per LF	\$ 1.00	\$ 202.00
104	677			48	LF	Eliminate Existing Pavement Markings and Markers (12") per LF	\$ 4.00	\$ 192.00
105	677			44	LF	Eliminate Existing Pavement Markings and Markers (24") per LF	\$ 10.00	\$ 440.00
106	680			1	EA	Install Highway Traffic Signal (Isolated) per EA	\$ 13,500.00	\$ 13,500.00
107	680			1	EA	Controller Cabinet and Controller Per EA	\$ 10,500.00	\$ 10,500.00
108	681			1	EA	Temporary Traffic Signals, per EA	\$ 30,000.00	\$ 30,000.00
109	682	003		4	EA	Back Plate (12") (3 SEC) per EA	\$ 60.00	\$ 240.00
110	682	003		2	EA	Back Plate (12") (5 SEC) per EA	\$ 90.00	\$ 180.00
111	682	003		2	EA	Vehicle Signal Section (12") LED (GRN ARW) per EA	\$ 220.00	\$ 440.00
112	682	003		6	EA	Vehicle Signal Section (12") LED (GRN) per EA	\$ 220.00	\$ 1,320.00
113	682	003		2	EA	Vehicle Signal Section (12") LED (YEL ARW) per EA	\$ 230.00	\$ 460.00
114	682	003		6	EA	Vehicle Signal Section (12") LED (YEL) per EA	\$ 250.00	\$ 1,500.00
115	682	003		6	EA	Vehicle Signal Section (12") LED (RED) per EA	\$ 220.00	\$ 1,320.00
116	682			2	EA	LED Countdown Pedestrian Signal (MOD) with Housing	\$ 490.00	\$ 980.00
117	684			715	LF	Traffic Signal Cable (TY A) (14 AWG) (2 Conductor) per LF	\$ 3.00	\$ 2,145.00
118	684			414	LF	Traffic Signal Cable (TY A) (14 AWG) (4 Conductor) per LF	\$ 1.50	\$ 621.00
119	684			1,022	LF	Traffic Signal Cable (TY A) (14 AWG) (5 Conductor) per LF	\$ 2.00	\$ 2,044.00
120	684			394	LF	Traffic Signal Cable (TY A) (14 AWG) (7 Conductor) per LF	\$ 2.00	\$ 788.00
121	684			380	LF	Traffic Signal Cable (TY C) (14 AWG) (2 Conductor) per LF	\$ 0.85	\$ 323.00
122	686			1	EA	Install Traffic Signal Pole AM (S) 1 ARM (40') LUM per EA	\$ 6,600.00	\$ 6,600.00
123	686			1	EA	Install Traffic Signal Pole AM (S) 1 ARM (44') LUM per EA	\$ 7,280.00	\$ 7,280.00
124	686			1	EA	Install Traffic Signal Pole AM (S) 1 ARM (48') LUM per EA	\$ 7,500.00	\$ 7,500.00
125	687	004		2	EA	Pedestrian Pole Assembly per EA	\$ 1,100.00	\$ 2,200.00
126	690			1	EA	Removal of Pedestrian Push Buttons per EA	\$ 53.00	\$ 53.00
127	690			1	EA	Remove pedestrian Pole Assembly per EA	\$ 982.00	\$ 982.00
128	3268			51,728	SY	Dense-Graded Hot Mix Asphalt (QA/QC) 2" TY C SAC-B PG64-22 per SY	\$ 7.50	\$ 387,960.00
129	3268			51,728	SY	Dense-Graded Hot Mix Asphalt (QA/QC) 4" TY C PG64-22 per SY	\$ 14.50	\$ 750,056.00
130	6007			1	EA	Removing Traffic Signals per EA	\$ 1,300.00	\$ 1,300.00

Contr. 1 Unit	Contr. 1 Total	Contr. 1 Unit Variance	% Variance
\$ 0.50	\$ 6,827.00	\$ 0.13	35.14%
\$ 5.00	\$ 2,010.00	\$ 1.92	62.34%
\$ 0.50	\$ 1,012.50	\$ 0.34	212.50%
\$ 0.50	\$ 70.50	\$ 0.17	51.52%
\$ 0.20	\$ 2,265.60	\$ 0.04	25.00%
\$ 0.50	\$ 707.50	\$ 0.14	38.89%
\$ 1.00	\$ 790.00	\$ -	0.00%
\$ 2.00	\$ 438.00	\$ (0.05)	-2.44%
\$ 60.00	\$ 1,020.00	\$ 20.00	50.00%
\$ 60.00	\$ 480.00	\$ 9.00	17.65%
\$ 0.20	\$ 550.80	\$ (0.04)	-16.67%
\$ 0.20	\$ 2,730.80	\$ 0.05	33.33%
\$ 1.00	\$ 402.00	\$ 0.22	28.21%
\$ 5.00	\$ 830.00	\$ 1.20	31.58%
\$ 4.00	\$ 1,624.00	\$ 0.62	18.34%
\$ 0.50	\$ 4,552.50	\$ -	0.00%
\$ 1.00	\$ 202.00	\$ -	0.00%
\$ 2.00	\$ 96.00	\$ (2.00)	-50.00%
\$ 3.00	\$ 132.00	\$ (7.00)	-70.00%
\$ 5,000.00	\$ 5,000.00	\$ (8,500.00)	-62.96%
\$ 2,000.00	\$ 2,000.00	\$ (8,500.00)	-80.95%
\$ 17,000.00	\$ 17,000.00	\$ (13,000.00)	-43.33%
\$ 100.00	\$ 400.00	\$ 40.00	66.67%
\$ 110.00	\$ 220.00	\$ 20.00	22.22%
\$ 250.00	\$ 500.00	\$ 30.00	13.64%
\$ 260.00	\$ 1,560.00	\$ 40.00	18.18%
\$ 300.00	\$ 600.00	\$ 70.00	30.43%
\$ 300.00	\$ 1,800.00	\$ 50.00	20.00%
\$ 300.00	\$ 1,800.00	\$ 80.00	36.36%
\$ 600.00	\$ 1,200.00	\$ 110.00	22.45%
\$ 1.50	\$ 1,072.50	\$ (1.50)	-50.00%
\$ 1.50	\$ 621.00	\$ -	0.00%
\$ 2.00	\$ 2,044.00	\$ -	0.00%
\$ 2.00	\$ 788.00	\$ -	0.00%
\$ 2.00	\$ 760.00	\$ 1.15	135.29%
\$ 7,000.00	\$ 7,000.00	\$ 400.00	6.06%
\$ 8,000.00	\$ 8,000.00	\$ 720.00	9.89%
\$ 8,000.00	\$ 8,000.00	\$ 500.00	6.67%
\$ 3,000.00	\$ 6,000.00	\$ 1,900.00	172.73%
\$ 100.00	\$ 100.00	\$ 47.00	88.68%
\$ 1,300.00	\$ 1,300.00	\$ 318.00	32.38%
\$ 8.60	\$ 444,860.80	\$ 1.10	14.67%
\$ 16.70	\$ 863,857.60	\$ 2.20	15.17%
\$ 1,400.00	\$ 1,400.00	\$ 100.00	7.69%

Contr. 2 Unit	Contr. 2 Total	Contr. 2 Unit Variance	% Variance
\$ 0.40	\$ 5,461.60	\$ 0.03	8.11%
\$ 3.20	\$ 1,286.40	\$ 0.12	3.90%
\$ 0.17	\$ 344.25	\$ 0.01	6.25%
\$ 0.17	\$ 23.97	\$ (0.16)	-48.48%
\$ 0.17	\$ 1,925.76	\$ 0.01	6.25%
\$ 0.40	\$ 566.00	\$ 0.04	11.11%
\$ 1.55	\$ 1,224.50	\$ 0.55	55.00%
\$ 3.10	\$ 678.90	\$ 1.05	51.22%
\$ 45.00	\$ 765.00	\$ 5.00	12.50%
\$ 100.00	\$ 800.00	\$ 49.00	96.08%
\$ 0.17	\$ 468.18	\$ (0.07)	-29.17%
\$ 0.17	\$ 2,321.18	\$ 0.02	13.33%
\$ 1.55	\$ 623.10	\$ 0.77	98.72%
\$ 5.00	\$ 830.00	\$ 1.20	31.58%
\$ 5.00	\$ 2,030.00	\$ 1.62	47.93%
\$ 0.85	\$ 7,739.25	\$ 0.35	70.00%
\$ 1.75	\$ 353.50	\$ 0.75	75.00%
\$ 3.67	\$ 176.16	\$ (0.33)	-8.25%
\$ 7.20	\$ 316.80	\$ (2.80)	-28.00%
\$ 9.500.00	\$ 9,500.00	\$ (4,000.00)	-29.63%
\$ 3,100.00	\$ 3,100.00	\$ (7,400.00)	-70.48%
\$ 13,500.00	\$ 13,500.00	\$ (16,500.00)	-55.00%
\$ 120.00	\$ 480.00	\$ 60.00	100.00%
\$ 130.00	\$ 260.00	\$ 40.00	44.44%
\$ 300.00	\$ 600.00	\$ 80.00	36.36%
\$ 300.00	\$ 1,800.00	\$ 80.00	36.36%
\$ 300.00	\$ 600.00	\$ 70.00	30.43%
\$ 300.00	\$ 1,800.00	\$ 50.00	20.00%
\$ 300.00	\$ 1,800.00	\$ 80.00	36.36%
\$ 850.00	\$ 1,700.00	\$ 360.00	73.47%
\$ 1.50	\$ 1,072.50	\$ (1.50)	-50.00%
\$ 1.80	\$ 745.20	\$ 0.30	20.00%
\$ 1.90	\$ 1,941.80	\$ (0.10)	-5.00%
\$ 2.10	\$ 827.40	\$ 0.10	5.00%
\$ 1.45	\$ 551.00	\$ 0.60	70.59%
\$ 8,500.00	\$ 8,500.00	\$ 1,900.00	28.79%
\$ 8,600.00	\$ 8,600.00	\$ 1,320.00	18.13%
\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	33.33%
\$ 2,200.00	\$ 4,400.00	\$ 1,100.00	100.00%
\$ 150.00	\$ 150.00	\$ 97.00	183.02%
\$ 400.00	\$ 400.00	\$ (582.00)	-59.27%
\$ 9.50	\$ 491,416.00	\$ 2.00	26.67%
\$ 17.00	\$ 879,376.00	\$ 2.50	17.24%
\$ 3,300.00	\$ 3,300.00	\$ 2,000.00	153.85%

Contr. 3 Unit	Contr. 3 Total	Contr. 3 Unit Variance	% Variance
\$ 0.39	\$ 5,325.06	\$ 0.02	5.41%
\$ 3.20	\$ 1,286.40	\$ 0.12	3.90%
\$ 0.16	\$ 324.00	\$ -	0.00%
\$ 0.16	\$ 22.56	\$ (0.17)	-51.52%
\$ 0.16	\$ 1,812.48	\$ -	0.00%
\$ 0.39	\$ 551.85	\$ 0.03	8.33%
\$ 1.60	\$ 1,264.00	\$ 0.60	60.00%
\$ 3.10	\$ 678.90	\$ 1.05	51.22%
\$ 46.00	\$ 782.00	\$ 6.00	15.00%
\$ 99.00	\$ 792.00	\$ 48.00	94.12%
\$ 0.16	\$ 440.64	\$ (0.08)	-33.33%
\$ 0.16	\$ 2,184.64	\$ 0.01	6.67%
\$ 1.60	\$ 643.20	\$ 0.82	105.13%
\$ 5.00	\$ 830.00	\$ 1.20	31.58%
\$ 5.00	\$ 2,030.00	\$ 1.62	47.93%
\$ 0.87	\$ 7,921.35	\$ 0.37	74.00%
\$ 1.75	\$ 353.50	\$ 0.75	75.00%
\$ 3.60	\$ 172.80	\$ (0.40)	-10.00%
\$ 7.20	\$ 316.80	\$ (2.80)	-28.00%
\$ 6,500.00	\$ 6,500.00	\$ (7,000.00)	-51.85%
\$ 2,820.00	\$ 2,820.00	\$ (7,680.00)	-73.14%
\$ 21,200.00	\$ 21,200.00	\$ (8,800.00)	-29.33%
\$ 110.00	\$ 440.00	\$ 50.00	83.33%
\$ 144.00	\$ 288.00	\$ 54.00	60.00%
\$ 320.00	\$ 640.00	\$ 100.00	45.45%
\$ 336.00	\$ 2,016.00	\$ 116.00	52.73%
\$ 330.00	\$ 660.00	\$ 100.00	43.48%
\$ 335.00	\$ 2,010.00	\$ 85.00	34.00%
\$ 310.00	\$ 1,860.00	\$ 90.00	40.91%
\$ 745.00	\$ 1,490.00	\$ 255.00	52.04%
\$ 1.60	\$ 1,144.00	\$ (1.40)	-46.67%
\$ 1.90	\$ 786.60	\$ 0.40	26.67%
\$ 2.00	\$ 2,044.00	\$ -	0.00%
\$ 2.15	\$ 847.10	\$ 0.15	7.50%
\$ 1.65	\$ 627.00	\$ 0.80	94.12%
\$ 8,500.00	\$ 8,500.00	\$ 1,900.00	28.79%
\$ 9,400.00	\$ 9,400.00	\$ 2,120.00	29.12%
\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	33.33%
\$ 3,400.00	\$ 6,800.00	\$ 2,300.00	209.09%
\$ 110.00	\$ 110.00	\$ 57.00	107.55%
\$ 1,630.00	\$ 1,630.00	\$ 648.00	65.99%
\$ 10.25	\$ 530,212.00	\$ 2.75	36.67%
\$ 19.75	\$ 1,021,628.00	\$ 5.25	36.21%
\$ 1,630.00	\$ 1,630.00	\$ 330.00	25.38%

|--|

BASE BID								
Bid Item	Spec. Item No.	S.P. No.	S.S. No.	Bid Quan.	Unit	Description with Unit Price in Words	Unit Price	Amount
131	6266	017		1	EA	VIVDS Processor System per EA	\$ 8,000.00	\$ 8,000.00
132	6266	017		3	EA	VIVDS Camera Assembly per EA	\$ 1,600.00	\$ 4,800.00
133	6266	017		1	EA	VIVDS Set-up System per EA	\$ 600.00	\$ 600.00
134	6266	017		591	LF	VIVDS Communication Cable (Coaxial) per LF	\$ 2.00	\$ 1,182.00
135	6834			1	EA	Portable Changeable Messge Sign Per EA	\$ 9,500.00	\$ 9,500.00
136	8818			1	EA	Wireless Ethernet Radio per EA	\$ 3,000.00	\$ 3,000.00
137	8835			2	EA	Accessible Pedestrian Signal Units per EA	\$ 1,200.00	\$ 2,400.00
138	8851			65	LF	Ethernet Cable Cat 5 per LF	\$ 3.80	\$ 247.00
139	COA 506S-3			5	EA	Standard Manhole w/Base 4-ft dia. all depths complete and in place per EA	\$ 3,500.00	\$ 17,500.00
140	COA 506S-3			20	EA	Standard Manhole w/Base 5-ft dia. all depths complete and in place per EA	\$ 4,000.00	\$ 80,000.00
141	COA 506S-4			25	EA	Minor Manhole Adjustment per EA	\$ 600.00	\$ 15,000.00
142	COA 506S-5			2	EA	Standard Manhole w/Base 5-ft by 5-ft box. all depths complete and in place per EA	\$ 4,000.00	\$ 8,000.00
143	COA 506S-5			1	EA	Standard Manhole w/Base 6-ft by 6-ft box. all depths complete and in place per EA	\$ 5,000.00	\$ 5,000.00
144	COA 508S-3			41	EA	Inlet 10-ft (all depths) complete and in place per EA	\$ 3,500.00	\$ 143,500.00
145	COA 508S-3			3	EA	Inlet 15-ft (all depths) complete and in place per EA	\$ 5,000.00	\$ 15,000.00
146	COA 628S-2			44	EA	Filter Curb Inlet Protection (New Inlet) complete and in place per EA	\$ 40.00	\$ 1,760.00
147	COA 639S-1			88	LF	Rock Berm w/ 18-inch dia Rocks complete and in place per LF	\$ 30.00	\$ 2,640.00
148	COA 641S-1			280	SY	Stabilized Construction Entrance complete and in place per SY	\$ 20.00	\$ 5,600.00
149	COA 642S-1			6,577	LF	Silt Fence complete and in place per LF	\$ 2.50	\$ 16,442.50
150	COA 824			1	EA	Traffic Signs Per EA	\$ 620.00	\$ 620.00
151	COA 831S			1	EA	4" dia Pedestrian signal foudation Per EA	\$ 5,000.00	\$ 5,000.00
152	COA 831S			1	EA	36" dia Traffic signal drilled shaft foundation Per EA	\$ 6,875.00	\$ 6,875.00
153	COA 832S			2	EA	Vehicle signal installation (3 section) Per EA	\$ 830.00	\$ 1,660.00
154	COA 832S			1	EA	Vehicle signal installation (5 section) Per EA	\$ 1,000.00	\$ 1,000.00
155	COA 833S			3	EA	Pedestrian Push-button Per EA	\$ 220.00	\$ 660.00
156	COA 834S			1	EA	Traffic Signal pull box type C Per EA	\$ 4,500.00	\$ 4,500.00
157	COA 835S			265	LF	Installing traffic signal conduit with conduit 2 inches in diameter Per LF	\$ 4.60	\$ 1,219.00
158	COA 835S			5	LF	Installing traffic signal conduit with conduit 3 inches in diameter Per LF	\$ 6.00	\$ 30.00
159	COA 838S			1	EA	Pedestrian signal installation Per EA	\$ 1,100.00	\$ 1,100.00
160	COA 839S			1	EA	Install traffic signal pole AM(S) 1 ARM (35') Per EA	\$ 5,700.00	\$ 5,700.00
161	COA 844S			265	LF	Class 1 Trenching for traffic signal conduit Per LF	\$ 4.30	\$ 1,139.50
162	COA 844S			5	LF	Class 2 Trenching for traffic signal conduit Per LF	\$ 5.40	\$ 27.00
163	COA SS-04			1	LS	Water Quality Pond System L Splitter box and Weir complete and in place per LS	\$ 200,000.00	\$ 200,000.00
<b>Base Bid Total</b>								<b>\$6,536,564.50</b>

Contr. 1 Unit	Contr. 1 Total	Contr. 1 Unit Variance	% Variance
\$ 130.00	\$ 130.00	\$ (7,870.00)	-98.38%
\$ 300.00	\$ 900.00	\$ (1,300.00)	-81.25%
\$ 600.00	\$ 600.00	\$ -	0.00%
\$ 3.00	\$ 1,773.00	\$ 1.00	50.00%
\$ 25,000.00	\$ 25,000.00	\$ 15,500.00	163.16%
\$ 6,000.00	\$ 6,000.00	\$ 3,000.00	100.00%
\$ 3,500.00	\$ 7,000.00	\$ 2,300.00	191.67%
\$ 2.00	\$ 130.00	\$ (1.80)	-47.37%
\$ 3,200.00	\$ 16,000.00	\$ (300.00)	-8.57%
\$ 4,400.00	\$ 88,000.00	\$ 400.00	10.00%
\$ 700.00	\$ 17,500.00	\$ 100.00	16.67%
\$ 4,200.00	\$ 8,400.00	\$ 200.00	5.00%
\$ 5,000.00	\$ 5,000.00	\$ -	0.00%
\$ 3,800.00	\$ 155,800.00	\$ 300.00	8.57%
\$ 6,500.00	\$ 19,500.00	\$ 1,500.00	30.00%
\$ 80.00	\$ 3,520.00	\$ 40.00	100.00%
\$ 32.00	\$ 2,816.00	\$ 2.00	6.67%
\$ 18.00	\$ 5,040.00	\$ (2.00)	-10.00%
\$ 2.50	\$ 16,442.50	\$ -	0.00%
\$ 500.50	\$ 500.50	\$ (119.50)	-19.27%
\$ 3,000.00	\$ 3,000.00	\$ (2,000.00)	-40.00%
\$ 4,000.00	\$ 4,000.00	\$ (2,875.00)	-41.82%
\$ 1,800.00	\$ 3,600.00	\$ 970.00	116.87%
\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	150.00%
\$ 300.00	\$ 900.00	\$ 80.00	36.36%
\$ 3,000.00	\$ 3,000.00	\$ (1,500.00)	-33.33%
\$ 11.00	\$ 2,915.00	\$ 6.40	139.13%
\$ 15.00	\$ 75.00	\$ 9.00	150.00%
\$ 800.00	\$ 800.00	\$ (300.00)	-27.27%
\$ 9,000.00	\$ 9,000.00	\$ 3,300.00	57.89%
\$ 27.00	\$ 7,155.00	\$ 22.70	527.91%
\$ 29.00	\$ 145.00	\$ 23.60	437.04%
\$ 194,000.60	\$ 194,000.60	\$ (5,999.40)	-3.00%
<b>\$ 6,584,757.00</b>			<b>100.74%</b>

Contr. 2 Unit	Contr. 2 Total	Contr. 2 Unit Variance	% Variance
\$ 1,500.00	\$ 1,500.00	\$ (6,500.00)	-81.25%
\$ 825.00	\$ 2,475.00	\$ (775.00)	-48.44%
\$ 1,200.00	\$ 1,200.00	\$ 600.00	100.00%
\$ 3.50	\$ 2,068.50	\$ 1.50	75.00%
\$ 25,000.00	\$ 25,000.00	\$ 15,500.00	163.16%
\$ 3,400.00	\$ 3,400.00	\$ 400.00	13.33%
\$ 2,500.00	\$ 5,000.00	\$ 1,300.00	108.33%
\$ 4.80	\$ 312.00	\$ 1.00	26.32%
\$ 3,000.00	\$ 15,000.00	\$ (500.00)	-14.29%
\$ 3,500.00	\$ 70,000.00	\$ (500.00)	-12.50%
\$ 1,200.00	\$ 30,000.00	\$ 600.00	100.00%
\$ 3,500.00	\$ 7,000.00	\$ (500.00)	-12.50%
\$ 4,500.00	\$ 4,500.00	\$ (500.00)	-10.00%
\$ 3,500.00	\$ 143,500.00	\$ -	0.00%
\$ 4,600.00	\$ 13,800.00	\$ (400.00)	-8.00%
\$ 75.00	\$ 3,300.00	\$ 35.00	87.50%
\$ 56.00	\$ 4,928.00	\$ 26.00	86.67%
\$ 12.50	\$ 3,500.00	\$ (7.50)	-37.50%
\$ 2.00	\$ 13,154.00	\$ (0.50)	-20.00%
\$ 475.00	\$ 475.00	\$ (145.00)	-23.39%
\$ 1,300.00	\$ 1,300.00	\$ (3,700.00)	-74.00%
\$ 4,000.00	\$ 4,000.00	\$ (2,875.00)	-41.82%
\$ 1,000.00	\$ 2,000.00	\$ 170.00	20.48%
\$ 1,600.00	\$ 1,600.00	\$ 600.00	60.00%
\$ 350.00	\$ 1,050.00	\$ 130.00	59.09%
\$ 1,300.00	\$ 1,300.00	\$ (3,200.00)	-71.11%
\$ 6.00	\$ 1,590.00	\$ 1.40	30.43%
\$ 8.50	\$ 42.50	\$ 2.50	41.67%
\$ 1,000.00	\$ 1,000.00	\$ (100.00)	-9.09%
\$ 11,000.00	\$ 11,000.00	\$ 5,300.00	92.98%
\$ 5.00	\$ 1,325.00	\$ 0.70	16.28%
\$ 5.50	\$ 27.50	\$ 0.10	1.85%
\$ 175,000.00	\$ 175,000.00	\$ (25,000.00)	-12.50%
<b>\$ 6,663,703.32</b>			<b>101.95%</b>

Contr. 3 Unit	Contr. 3 Total	Contr. 3 Unit Variance	% Variance
\$ 163.00	\$ 163.00	\$ (7,837.00)	-97.96%
\$ 359.00	\$ 1,077.00	\$ (1,241.00)	-77.56%
\$ 750.00	\$ 750.00	\$ 150.00	25.00%
\$ 3.50	\$ 2,068.50	\$ 1.50	75.00%
\$ 29,000.00	\$ 29,000.00	\$ 19,500.00	205.26%
\$ 7,800.00	\$ 7,800.00	\$ 4,800.00	160.00%
\$ 4,435.00	\$ 8,870.00	\$ 3,235.00	269.58%
\$ 2.20	\$ 143.00	\$ (1.60)	-42.11%
\$ 2,500.00	\$ 12,500.00	\$ (1,000.00)	-28.57%
\$ 4,000.00	\$ 80,000.00	\$ -	0.00%
\$ 1,000.00	\$ 25,000.00	\$ 400.00	66.67%
\$ 3,800.00	\$ 7,600.00	\$ (200.00)	-5.00%
\$ 5,200.00	\$ 5,200.00	\$ 200.00	4.00%
\$ 3,800.00	\$ 155,800.00	\$ 300.00	8.57%
\$ 6,500.00	\$ 19,500.00	\$ 1,500.00	30.00%
\$ 78.00	\$ 3,432.00	\$ 38.00	95.00%
\$ 32.00	\$ 2,816.00	\$ 2.00	6.67%
\$ 12.50	\$ 3,500.00	\$ (7.50)	-37.50%
\$ 2.15	\$ 14,140.55	\$ (0.35)	-14.00%
\$ 580.00	\$ 580.00	\$ (40.00)	-6.45%
\$ 3,400.00	\$ 3,400.00	\$ (1,600.00)	-32.00%
\$ 5,000.00	\$ 5,000.00	\$ (1,875.00)	-27.27%
\$ 2,200.00	\$ 4,400.00	\$ 1,370.00	165.06%
\$ 3,100.00	\$ 3,100.00	\$ 2,100.00	210.00%
\$ 365.00	\$ 1,095.00	\$ 145.00	65.91%
\$ 4,000.00	\$ 4,000.00	\$ (500.00)	-11.11%
\$ 13.30	\$ 3,524.50	\$ 8.70	189.13%
\$ 18.50	\$ 92.50	\$ 12.50	208.33%
\$ 980.00	\$ 980.00	\$ (120.00)	-10.91%
\$ 11,500.00	\$ 11,500.00	\$ 5,800.00	101.75%
\$ 31.00	\$ 8,215.00	\$ 26.70	620.93%
\$ 33.00	\$ 165.00	\$ 27.60	511.11%
\$ 220,000.00	\$ 220,000.00	\$ 20,000.00	10.00%
<b>\$ 9,070,711.41</b>			<b>138.77%</b>

Contr. 4 Unit	Contr. 4 Total	Contr. 4 Unit Variance	% Variance
\$ 140.00	\$ 140.00	\$ (7,860.00)	-98.25%
\$ 310.00	\$ 930.00	\$ (1,290.00)	-80.63%
\$ 650.00	\$ 650.00	\$ 50.00	8.33%
\$ 3.00	\$ 1,773.00	\$ 1.00	50.00%
\$ 7,500.00	\$ 7,500.00	\$ (2,000.00)	-21.05%
\$ 6,800.00	\$ 6,800.00	\$ 3,800.00	126.67%
\$ 3,800.00	\$ 7,600.00	\$ 2,600.00	216.67%
\$ 2.00	\$ 130.00	\$ (1.80)	-47.37%
\$ 2,100.00	\$ 10,500.00	\$ (1,400.00)	-40.00%
\$ 3,000.00	\$ 60,000.00	\$ (1,000.00)	-25.00%
\$ 600.00	\$ 15,000.00	\$ -	0.00%
\$ 2,500.00	\$ 5,000.00	\$ (1,500.00)	-37.50%
\$ 3,000.00	\$ 3,000.00	\$ (2,000.00)	-40.00%
\$ 3,600.00	\$ 147,600.00	\$ 100.00	2.86%
\$ 5,000.00	\$ 15,000.00	\$ -	0.00%
\$ 70.00	\$ 3,080.00	\$ 30.00	75.00%
\$ 28.00	\$ 2,464.00	\$ (2.00)	-6.67%
\$ 11.00	\$ 3,080.00	\$ (9.00)	-45.00%
\$ 2.00	\$ 13,154.00	\$ (0.50)	-20.00%
\$ 84.88	\$ 84.88	\$ (535.12)	-86.31%
\$ 2,900.00	\$ 2,900.00	\$ (2,100.00)	-42.00%
\$ 4,300.00	\$ 4,300.00	\$ (2,575.00)	-37.45%
\$ 1,900.00	\$ 3,800.00	\$ 1,070.00	128.92%
\$ 2,700.00	\$ 2,700.00	\$ 1,700.00	170.00%
\$ 315.00	\$ 945.00	\$ 95.00	43.18%
\$ 3,400.00	\$ 3,400.00	\$ (1,100.00)	-24.44%
\$ 12.00	\$ 3,180.00	\$ 7.40	160.87%
\$ 16.00	\$ 80.00	\$ 10.00	166.67%
\$ 1,000.00	\$ 1,000.00	\$ (100.00)	-9.09%
\$ 10,000.00	\$ 10,000.00	\$ 4,300.00	75.44%
\$ 27.00	\$ 7,155.00	\$ 22.70	527.91%
\$ 29.00	\$ 145.00	\$ 23.60	437.04%
\$ 200,000.00	\$ 200,000.00	\$ -	0.00%
<b>\$ 6,354,214.91</b>			<b>97.21%</b>

ALTERNATE BID (TREE RELOCATION OPTION)								
Bid Item	Spec. Item No.	S.P. No.	S.S. No.	Bid Quan.	Unit	Description with Unit Price in Words	Unit Price	Amount
T-1				1	LS	Tree Relocation per LS	\$ 275,000.00	\$ 275,000.00
<b>Alternate Bid Total</b>								<b>\$275,000.00</b>

\$ 120,000.00	\$ 120,000.00	\$ (155,000.00)	-56.36%
<b>\$ 120,000.00</b>			<b>43.64%</b>

\$ 157,000.00	\$ 157,000.00	\$ (118,000.00)	-42.91%
<b>\$ 157,000.00</b>			<b>57.09%</b>

\$ 162,000.00	\$ 162,000.00	\$ (113,000.00)	-41.09%
<b>\$ 162,000.00</b>			<b>58.91%</b>

\$ 245,000.00	\$ 245,000.00	\$ (30,000.00)	-10.91%
<b>\$ 245,000.00</b>			<b>89.09%</b>

BASE BID AND ALTERNATE BID								
								Bid Total
								<b>\$6,811,564.50</b>

<b>\$ 6,704,757.00</b>			<b>98.43%</b>
------------------------	--	--	---------------

<b>\$ 6,820,703.32</b>			<b>100.13%</b>
------------------------	--	--	----------------

<b>\$ 9,232,711.41</b>			<b>135.54%</b>
------------------------	--	--	----------------

<b>\$ 6,599,214.91</b>		
------------------------	--	--

# Funds Reservation 300000318

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	09/21/2012
FM area	1000	Posting date	09/21/2012
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	WILLIAD	Created on	09/21/2012
Last changed by	HUFFH	Last changed	02/25/2013
More Data			
Text	Frate Barker Rd - For Construction Contract Bid		
Reference			
Overall Amount	7,400,000.00 USD		

Document item 001			
Text			
Commitment item	521040	Funds center	1498000001
Fund	0001	G/L account	521040
Cost center	1498000001	Due on	
Vendor		Customer	
Amount	409,470.34 USD		

Document item 002			
Text	GRANT PORTION ESTIMATE FOR CONST BID		
Commitment item	521040	Funds center	1490190001
Fund	2075	G/L account	521040
Cost center	1490190000	Due on	
Vendor		Customer	
Amount	5,920,000.00 USD		

Document item 003			
Text	MATCH FUND 4056 PORTION ESTIMATE FOR CONST BID		
Commitment item	521040	Funds center	1490190000
Fund	4056	G/L account	521040
Cost center	1490190000	Due on	
Vendor		Customer	
Amount	1,000,000.00 USD		

Document item 004			

# Funds Reservation 300000318

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	09/21/2012
FM area	1000	Posting date	09/21/2012
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	WILLIAD	Created on	09/21/2012
Last changed by	HUFFH	Last changed	02/25/2013
More Data			
Text	Frate Barker Rd - For Construction Contract Bid		
Reference			
Overall Amount	7,400,000.00 USD		

Text	MATCH FUND 4063 PORTION ESTIMATE FOR CONST BID		
Commitment item	522040	Funds center	1490190000
Fund	4063	G/L account	522040
Cost center	1490190000	Due on	
Vendor		Customer	
Amount	70,529.66 USD		

STATE OF TEXAS §

COUNTY OF TRAVIS §

**CONTRACT FOR CONSTRUCTION PROJECT of Frate Barker Road Improvement Project BETWEEN TRAVIS COUNTY AND CAPITAL EXCAVATION COMPANY**

This Agreement is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and Capital Excavation Company, (hereinafter referred to as the "Contractor") and shall be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of **Frate Barker Road Improvement Project** in Travis County, Texas, in accordance with the provisions of state and federal regulations and conforming to the Contractor’s Notice of Construction, Bid Proposal, Specifications and Plans marked **Frate Barker Road Improvement Project (IFB NO. B1306-021-JW)**, all of which are hereby incorporated by reference as if fully copied and set forth herein at length;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that he/she is fully equipped, competent and capable of performing the above desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the above mentioned documents, Specifications and the Plans marked (IFB NO. B1306-021-JW).

NOW THEREFORE, in consideration of the County’s promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of, **Frate Barker Road Improvement Project** in Travis County, Texas, in accordance with the provisions of the aforementioned Contractors' Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked (IFB NO. B1306-021-JW), and the terms, conditions, and provisions of this Contract, to the satisfaction of the County Executive of the Transportation and Natural Resources Department of Travis County, Texas.

1. Entire Agreement. This contract document, the Contractor's Notice of Construction, the Bid Proposal, and the Specifications and Plans marked (IFB NO. B1306-021-JW) including all Exhibits and 12 Attachments thereto represent the entire and integrated Contract between the County and the Contractor and supersede all prior negotiations, representations, or agreements, either oral or written.

2. Completion of Project. The said Contractor further agrees to be available for work within fourteen (14) calendar, and to complete the work within 356 working days, after receiving a written “Notice to Proceed”, approved by the County Executive, the County Purchasing Agent, and the FHWA Division Administrator. The Contractor warrants that the completed project shall be adequate for the purposes intended.

3. Consideration. Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor in accordance with this Contract, hereby agrees and binds itself to pay to said Contractor the total contract amount of \$6,354,214.91, consisting of \$1,736,925.00 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the contract and \$4,617,289.91 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within thirty (30) calendar days from the receipt of an acceptable invoice.

4. Choice of Law/Venue. This contract shall be construed according to the laws of the State of Texas and the United States of America. The performance for this Contract shall be in Travis County, and venue for any action will lie in Travis County, Texas.

5. Delinquent Taxes. Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes within Travis County at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

6. Amendment. This Contract may be amended only by written instrument signed by both the County and the Contractor and subject to the approval of the FHWA Division Administrator. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

7. Notice.

7.1 Manner. Any notice to be given under this Contract shall be in writing and may be effected by personal delivery, by hand delivery through a courier or a delivery service, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party, at the following address:

COUNTY:

Cyd Grimes, C.P.M., CPPO (or successor)  
Travis County Purchasing Agent

Hand Delivery:

700 Lavaca St., Ste. 800  
Austin, Texas 78701

Registered or Certified Mail (Return receipt requested):

P. O. Box 1748  
Austin, Texas 78767



Copy To:

Steve Manilla, County Executive (or successor)  
Travis County Transportation and Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767

CONTRACTOR:

Capital Excavation Company  
P.O. Box 1301  
Austin, TX 78767  
Contact: Gary Botkin  
Title: Vice President

7.2 Effect. Notice by personal delivery or hand delivery shall be deemed effective immediately upon delivery, provided notice is given as required by Subsection 7.1 hereof. Notice by registered or certified mail shall be deemed effective 3 days after deposit in a U.S. mailbox or U.S. Post Office.

7.3 Change of Address. Either party hereto may change its address by giving notice as provided herein.

8. Forfeiture of Contract.

8.1 Forfeiture. Contractor must forfeit all benefits of the Contract and County must retain all performance by Contractor and recover all consideration or the value of all consideration paid to Contractor pursuant to the Contract if:

8.1.1. Contractor was doing business at the time of submitting its bid or had done business during the 365-day period immediately prior to the date on which its bid was due with one or more Key Contracting Persons listed in Exhibit A to the Ethics Affidavit which is attached to IFB No. B1306-021-JW and incorporated by reference therein as Exhibit A (both contained in Attachment 4 thereto); or

8.1.2 Contractor does business with a Key Contracting Person after the date on which the bid that resulted in this Contract is submitted and prior to full performance of this Contract.

8.2 Definition. "Was Doing Business" or "Does Business" mean:

8.2.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or

8.2.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

8.2.3 **but does not include** 8.2.4 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public;

8.2.5 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

8.2.6 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

8.3 Waiver. The forfeiture provisions of the Contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.

## 9. Contract Construction.

9.1 Gender and Number. Words of any gender in this Contract shall be construed to include the other, and words in either number shall be construed to include the other, unless the context in this Contract clearly requires otherwise.

9.2 Headings and Titles. Headings and titles at the beginning of this Contract, including all Exhibits and Attachments hereto, have been included only to make it easier to locate the subject matter covered by that part, section or subsection and shall not be used in construing this Contract.

9.3 Computation of Time. Whenever any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday or a day that Travis County has declared a holiday for its employees, these days may be omitted from the computation. All hours stated in this Contract are stated in Central Standard Time or in Central Daylight Savings Time, as applicable. Contractor may obtain a copy of Travis County's holiday schedule from the Purchasing Agent.

9.4 Interpretation. Provisions, words, phrases, and Texas statutes and regulations, whether incorporated by actual use or reference into this Contract, including all Exhibits and Attachments hereto, shall be construed in accordance with Chapters 311 and 312 of the Texas Government Code. Provisions, words, phrases, and federal statutes and regulations, whether incorporated by actual use or reference, shall be applied to this Contract, including all Exhibits and

Attachments hereto, in accordance with applicable federal regulations and guidelines.

10. **Severability.** The provisions of this Contract are severable. If any clause, sentence, provision, paragraph, or article of this Contract, including the Exhibits and Attachments hereto, or the application of this Contract, including the Exhibits and Attachments hereto, to any person or circumstance is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not impair, invalidate, nullify, or otherwise affect the remainder of this Contract, including the Exhibits and Attachments hereto, but the effect thereof shall be limited to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or unenforceable, and the application of such clause, sentence, provision, paragraph, or article to other persons or circumstances shall not be affected.

11. **Sovereign Immunity.** The parties expressly agree that no provision of this Contract, including the Exhibits and Attachments hereto, is in any way intended to constitute a waiver by Travis County of any immunities from suit or liability that County may have by operation of law and, Travis County hereby retains all of its affirmative defenses.

12. **Compliance with Applicable Law.** The Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances related in any way to this Contract. Contractor shall notify the County in writing of any failure to comply with such laws, regulations, or ordinances, where such failure affects in any way Contractor's ability to provide service(s) under this Contract. This Paragraph shall be construed in conjunction with Paragraph 7.1 (entitled "Laws to be Observed") of IFB No. B1306-021-JW.

13. **Name and Ownership.** Contractor remains responsible for the performance of this Contract, including all Exhibits and Attachments hereto, when there is a change of name or change of ownership, other than an outright sale of Contractor's business such that Contractor, including its officers and executives, is no longer involved in the business's operations. If a change of name or ownership occurs, Contractor shall immediately notify the County Purchasing Agent. No change in the obligations of or to Contractor will be recognized unless or until it is approved by the Travis County Commissioners Court with the concurrence of the FHWA Division Administrator.

14. **Payments.**

14.1 Each payment made hereunder must be allowable under Title 48 Code of Federal Regulations Part 31 and must be consistent with this Contract including the Exhibits and Attachments hereto. Payment shall be made by check or warrant upon satisfactory delivery and acceptance of items and submission of a Correct and Complete invoice to the address below for orders placed by the Purchasing Agent, or to the address indicated on Purchase Orders placed by other authorized County offices and/or departments. Invoices shall be submitted to.

Transportation and Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767

14.2 In addition to the information required under Subsection 9.4 of IFB No. B1306-021-JW, a “Correct and Complete” invoice shall include at least the following:

- 14.2.1 Name, address, and telephone number of the Contractor and similar information in the event payment is to be made to a different address;
- 14.2.2 County Contract, Purchase Order, or Delivery Order number,
- 14.2.3 identification of items or services as outlined in this Contract;
- 14.2.4 quantity or quantities, applicable unit prices, total prices, and total amount; and
- 14.2.5 any additional payment information which may be called for by this Contract.

The Contractor shall also submit a statement with each invoice showing the percentage completion of the work accomplished during the preceding thirty (30) day period and the percentage completion to date, as well as any additional written information requested by the County to document the progress of the work.

14.3 Payments made under this Contract are subject to the cost principles set forth in 48 C. F. R. Part 31. In addition, this Contract is subject to the Prompt Payment Act, Chapter 2251, Texas Government Code. In the event of a clear conflict between 48 C.F.R. Part 31 and the Prompt Payment Act, applicable provisions of 48 C.F.R. Part 31 shall control.

14.4 Contractor must pay its subcontractors for satisfactory performance of their contracts, no later than ten (10) days from the Contractor's receipt of payments from County hereunder. The Contractor shall promptly make full payment of any and all retainage to subcontractors within 30 days after subcontractor's work is satisfactorily completed. Contractor must complete and submit the Prompt Payment Certification (Federal-Aid Projects) form set forth in Form 2177 as prescribed therein.

14.5 Contractor shall complete and submit other forms and reports, as required, including the forms and reports set forth in Attachment 8 and other forms and reports required by FHWA or TxDOT.

14.6 Contractor shall comply with the Cost Principles described in OMB Circular A-87, Revised.

14.7 All payments under this Section 14 are subject to Paragraphs 5.15 (entitled “Final Payment”) and 9.6 (entitled “Acceptance and Final Payment”) of IFB No. B1306-021-JW.

15. Successors and Assigns. Upon County's execution of this Contract, including all Exhibits and Attachments hereto, the provisions of this Contract shall be binding upon and inure to the benefit of Travis County and Capital Excavation Company and their respective successors, executors, administrators, and permitted assigns.

### **Additional Contract Provisions**

In addition to the Contract provisions set forth above and the Contract provisions set forth in IFB No. B1306-021-JW, the following Contract provisions apply.

#### **A. Incorporation of Provisions of Form FHWA-1273.**

FORM FHWA-1273 SETS FORTH REQUIRED CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS. ALL OF THE PROVISIONS OF FORM FHWA-1273, INCLUDING ALL THE EXHIBITS AND ATTACHMENTS THERETO, ARE HEREBY INCORPORATED BY REFERENCE HEREIN AND ATTACHED HERETO AS **ATTACHMENT 13**. ALL REFERENCES IN FORM FHWA-1273 TO THE SHA, SHA "CONTRACTING OFFICER" OR STATE ARE REFERENCES TO THE COUNTY, FOR PURPOSES OF THIS IFB AND ANY RESULTING CONTRACT. THE PROVISIONS OF FORM FHWA-1273 CONSTITUTE PERFORMANCES BY THE CONTRACTOR IN ACCORDANCE WITH THIS CONTRACT

#### **Required Contract Provisions Federal-Aid Construction Contracts**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Projects
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act

- XI. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for Lobbying

## Attachments

- A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

### I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
  - a. Section I, paragraph 2;
  - b. Section IV, paragraphs 1, 2, 3, 4, and 7;
  - c. Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

## II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the State Highway Agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
  - b. The contractor will accept as his operating policy the following statement:
 

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action,

will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- a. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
- a. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)



- b. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

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

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

**6. Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
  - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
  - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of

race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
- b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
- c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

- a. The records kept by the contractor shall document the following:
  1. The number of minority and non-minority group members and women employed in each work classification on the project;
  2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
  3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
  4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship

which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

**2. Classification:**

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
  1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
  2. the additional classification is utilized in the area by the construction industry;

3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
  - e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

**3. Payment of Fringe Benefits:**

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider

as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program

does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for



apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

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

c. **Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**5. Apprentices and Trainees (Programs of the U.S. DOT):**

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

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**8. Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

**9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

**V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

**1. Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

**2. Payrolls and Payroll Records:**

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
  2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
  3. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
  - f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
  - g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
  - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
  - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
  - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of

all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

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

#### **VIII. SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

#### **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

635) in one or more places where it is readily available to all persons concerned with the project:

## **NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

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

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

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

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

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

## **X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

## **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

### **1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.



- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may

contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:**

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

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

\* \* \* \* \*

## **XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS**

(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
  - a. To the extent that qualified persons regularly residing in the area are not available.
  - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
  - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**B. Maintenance of and Right of Access to Records**

1. The Contractor shall maintain all books, documents, papers, accounting records, other records and other evidence pertaining to goods, materials, supplies, and services provided under this Contract, including the Exhibits and Attachments hereto, and all costs and expenses for such goods, materials, supplies, and services provided hereunder. With respect to accounting records, the Contractor shall maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results. This Paragraph is subject to and should be construed in accordance with Section V of Form FHWA-1273.
2. The records described in Paragraph 1 above shall be maintained during this Contract period and for four (4) years from the date of completion of work defined under this Contract, including the Exhibits and Attachments hereto, or until any impending litigation has been completely and fully resolved, or until all pending matters relating to this Contract, including the Exhibits and Attachments hereto, are closed, whichever occurs last.
3. At no expense, the County, TxDOT, the FHWA, [may substitute U.S.DOT] the Comptroller General of the United States, the U.S. Office of the Inspector General, and other federal agencies or any of their duly authorized representatives shall have access to the records described in Paragraph 1 above for purposes of making audits, examinations, excerpts and transcriptions.

**C. Disadvantaged Business Enterprise (DBE) Program Requirements**

1. In accordance with applicable provisions of the Memorandum of Understanding between Travis County and the Texas Department of Transportation ("MOU"), the Contractor agrees to comply with the requirements set forth in Attachment 8 to IFB No. B1306-021-JW, including all documents attached thereto, covering TxDOT's DBE Program requirements adopted by Travis County.
2. The Contractor shall submit progress assessment reports (Form SMS.4903, Attachment 8), to report actual payments made to Disadvantaged Business Enterprises. One copy shall be submitted with each billing statement to the Transportation and Natural Resources Department, with one copy to the County's DBE Liaison officer at the Travis County Purchasing office, 700 Lavaca Street, Suite 800, Austin, Texas 78701.
3. Prior to contract closeout, the Contractor shall submit a final report, (Form SMS.4904, Attachment 8), to the County's DBE Liaison officer at the Travis County Purchasing office, 700 Lavaca Street, Suite 800, Austin, Texas 78701.
4. The Contractor's subcontracting program must comply with the requirements of Attachment 8 to IFB No. B1306-021-JW, (DBE requirements).
5. The Contractor must not terminate for convenience a listed DBE subcontractor or an approved substitute firm and subsequently perform the work of the terminated subcontractor with Contractor's own personnel or those of an affiliate, without prior written consent of County or FHWA [may substitute U.S.DOT] as appropriate.

6. All subcontracts for goods, materials, supplies, and services related to the construction contract shall include the provisions of this Section and any other provisions required by law.

7. Contractor shall monitor DBE subcontractors to ensure that contracted work is performed, and County shall monitor Contractor to ensure Contractor's compliance with the DBE program requirements set forth in this Section and Attachment 8 to IFB No. B1306-021-JW.

**D. Subcontracting**

1. Before subcontracting the work or any of its other responsibilities under this Contract, the Contractor shall obtain the written consent of the Travis County Commissioners Court. Before authorizing a subcontract, the County shall ensure that each subcontract is evidenced in writing and that it contains all pertinent provisions required hereunder to be included in all subcontracts; and, in connection herewith, in its discretion and with the concurrence of the FHWA Division Administrator, the County may require that Contractor certify that each subcontract will be in the form of a written agreement containing all such required provisions.

2. To ensure that all work under this Contract, including the Exhibits and Attachments hereto, and all related subcontract work is performed in accordance with the Contract requirements, Contractor shall furnish: (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the Contract requirements, and is in charge of all construction operations regardless of who performs the work; and (b) such other of its own organizational resources (supervision, management, and engineering services) as the County determines are necessary to assure the performance of this Contract.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, YEAR \_\_\_\_\_.

TRAVIS COUNTY, TEXAS

\_\_\_\_\_  
CONTRACTOR NAME

BY:  \_\_\_\_\_  
TRAVIS COUNTY JUDGE

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
\_\_\_\_\_

APPROVED:  
\_\_\_\_\_

TRAVIS COUNTY ATTORNEY

COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE  
\_\_\_\_\_  
COUNTY AUDITOR, TRAVIS COUNTY