



Construction Division 2025 Annual Recordkeeper Meeting



July 21, 2025

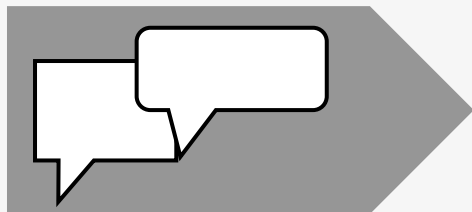
Construction Recordkeeper Meeting



Participant microphones are muted for the meeting.



Participant cameras are turned off for the meeting.



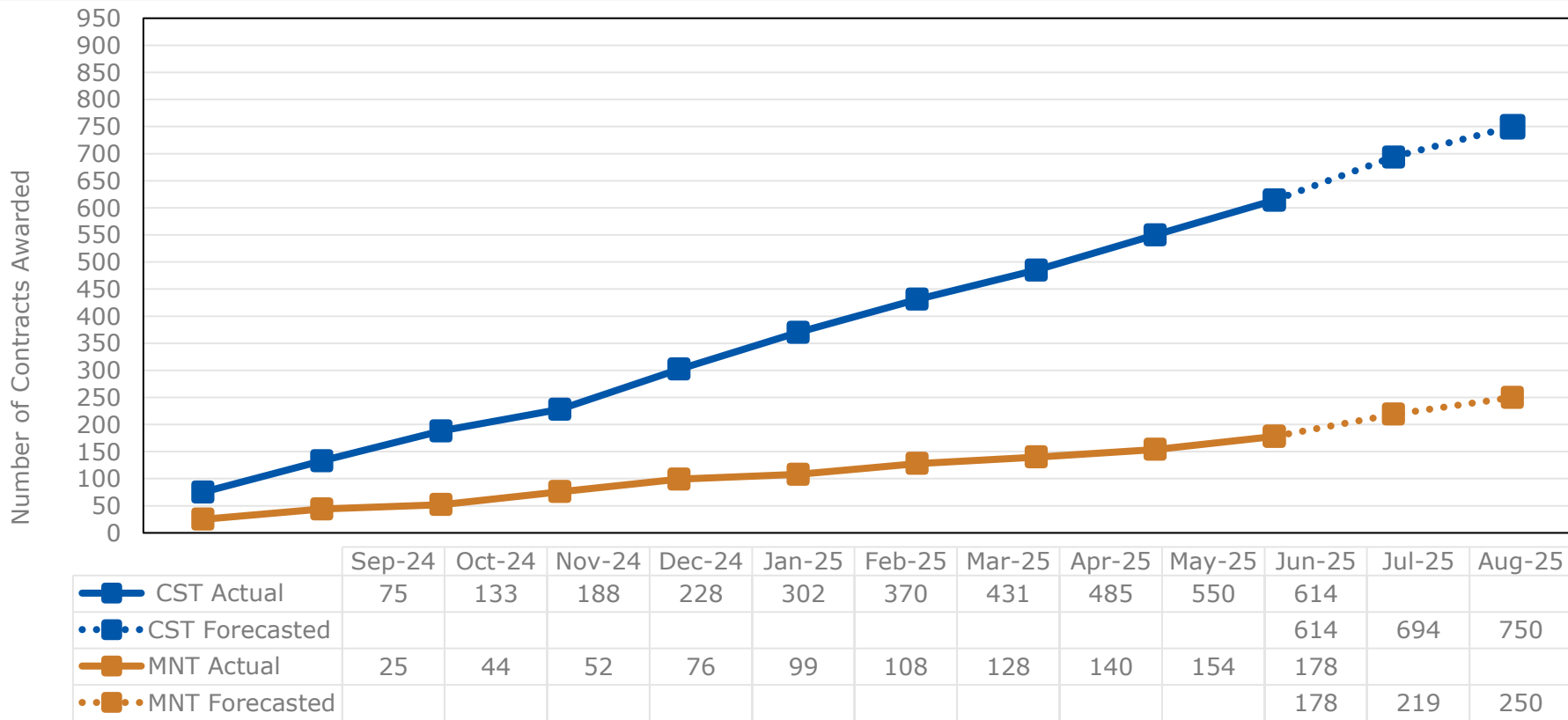
Use the chat function to ask questions to presenters. Please refrain from answering questions asked to presenters.

Time	Presentation	Speaker
8:00 AM	Welcome/Opening Remarks	FY2025 Year in Review: Duane Milligan
8:15 AM	Construction Division Highlights	Jason Duncan
8:30 AM	FIN Accounts Payable Section	Details needed for Refund requests with Heather Delahoussaye, Running estimates for August, Brandi Mutscher, Sending emails for \$5M Patricia Abelardo
8:40 AM	FHWA/Buy America Updates	Eduardo Acosta
9:10 AM	CMCL Contract Letting Section	Insurance Requirements, Scott Myricks, Railroad Requirements, Sahar Safabakhsh, DHS E-Verification with Nicole Turner
10:10 AM	BREAK	
10:25 AM	ProjectWise Resources	ITD/CST video
10:40 AM	Civil Rights Division	Small Business Resources Online with Nora Perez, Announcement of DBE Compliance Conf., Tonya Shaw, Joint Checks, Daniel Williams
11:10 AM	Training and Development Updates	RKP Job Aids Training Matrix, Job Responsibilities Review SM Checklist Events, Key & Critical Dates with Jennifer Keller and Kasha Radlicki Varick
11:40 AM	Construction Support	Project Records Audit Schedule & Checklist Updates, Construction Form Updates and 2025 CCAM, with Jackie Benavides and Cindi Watson
12:10 PM	Q&A and adjourn	

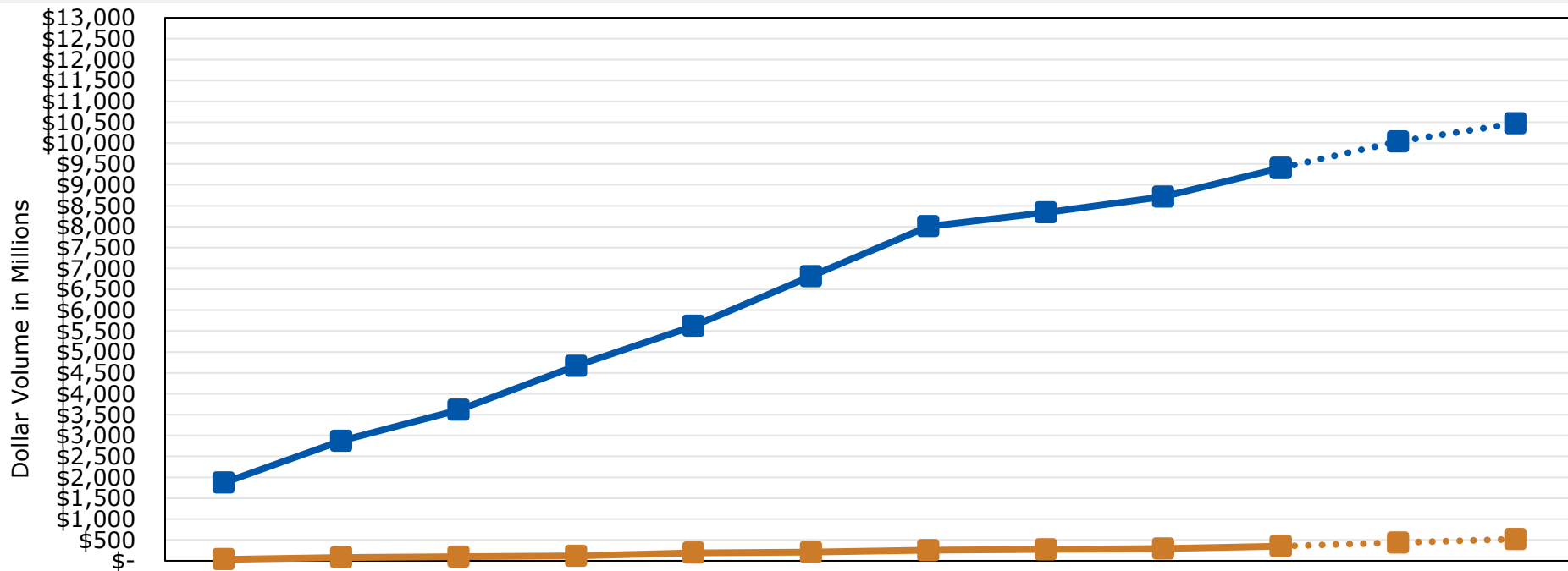
Construction Division Highlights



Cumulative Number of Construction & Maintenance Projects – FY 2025



Cumulative Letting Dollar Volume for Construction & Maintenance Projects FY 2025



	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25
■ CST Actual	\$1,867.	\$2,870.	\$3,611.	\$4,665.	\$5,620.	\$6,811.	\$8,007.	\$8,337.	\$8,717.	\$9,402.		
● CST Forecasted										\$9,402.	\$10,038	\$10,473
■ MNT Actual	\$33.98	\$80.00	\$96.11	\$117.38	\$191.67	\$208.28	\$252.28	\$270.29	\$290.78	\$349.16		
● MNT Forecasted										\$349.16	\$433.02	\$516.88

Jason Duncan





SiteManager – Accounts Payable

Aaron Pennington
Brandi Mutscher
Patricia Abelardo



July 21, 2025

Overview

- According to State Statute Title 6 Sec 223.048 the department may not pay a contractor for highway improvement, construction, or maintenance before the 10th day of the month after the month in which the work is performed, or the material is used. The department shall make payment as soon after that date as is practical.
 - Determining the Peak Period Deadlines
 - Reviewing Estimate Period Dates
- Prompt Pay Law Texas Government Code Chapter 2251

Agencies are responsible for ensuring that each payment is treated correctly in USAS according to the prompt payment law. A state agency's payment is due on the 30th day after the latest of:

- The date the agency receives the goods under the contract.
- The date the performance of the contracted service is completed.
- The date the agency receives an invoice for the goods or services.
- Comptroller Website for Prompt Pay: https://fm.xcpa.texas.gov/fm/pubs/purchase/prompt_pay/

Estimate Approval Guidance

- **Running Estimates for a one-month period:** Guidance was emailed May 04, 2022 to the DOCs from the Construction Division.
 - Progress estimate needs to be ran every month, regardless if it result in a payment
 - Ensure that each Progress Estimate is ran for a one-month period only.

DOCs,

This previous month's estimate cycle has shown that some offices are not generating monthly progress estimates for various reasons. This in turn is a trigger for Finance to inquire if the payment is for work performed in the current month or previous months to ensure that no interest payment is due to the contractor.

Please refer to the CCAM Chapter 11, Section 2 regarding monthly estimates:

"Start generating monthly progress estimates when time charges on the project begin, and continue to generate estimates monthly until the project records are delivered to the District construction Office."

A zero or negative dollar estimate does not modify the requirement for a monthly estimate to be generated.

Time charges should begin related to Item 8 of the Spec Book:

"Begin work within 30 calendar days (7 calendar days for routine maintenance Contracts) after the authorization date to begin work"

BEGIN WORK as written in the SPEC BOOK is the same as TIME CHARGES BEGIN in SM. Entering the Time Charges Begin date in SM does not mean that work has officially begun, only that some form of time has to be charged (either a charge or a credit) and an estimate is to be generated.

Processing monthly estimates is a good record keeping practice to provide consistency in:

- tracking each day's time charges
- compliance with the CCAM
- providing benefits to auditing
- ensures the project is being monitored in accordance with the contract requirements.

Should you have any questions regarding estimates, please reach out to Jackie Benavides.

- **Rolling Back estimates for correction:**
 - FIN AP pulls estimates from SMR approximately every 2 hours during Peak. It is critical that estimates are correct at the time of approval. If you need to roll back an estimate shortly after it has been approved, please follow the steps on the link below:
 - <https://crossroads/content/dam/crossroads/divisions/construction/documents/construction-support/construction-tips/CST%20TIP-Estimates.pdf>

Supplemental Estimate Guidance

- Guidance on **Supplemental Progress Estimates**
 - The purpose of a Supplemental Progress Estimate is to pay a contractor for work that is not included in the standard monthly Progress Estimate. The latest SiteManager upgrade allows you to choose a period end date for a supplemental progress estimate that is the same as the last estimate
 - The Estimate Period Begin Date and End Date will be for one day.

Estimate History									
Contract ID: <input type="text"/>			Description1: <input type="text" value="BRIDGE MAINTENANCE"/>						
Estimate Number	Net Pay	Period End Date	PM User ID	PM Appr. Date	Last Appr. User ID	Last Appr. Date	Est Stat	Est Type	
0008	\$676,637.94	05/27/25	<input type="text"/>	06/10/25	<input type="text"/>	06/13/25	APRV	PROG	
0007	\$274,816.22	05/27/25	<input type="text"/>	05/29/25	<input type="text"/>	06/04/25	APRV	PROG	

Supplemental Estimate Email Example

FIN requires the district to provide the date the estimate should have been approved based off policies and procedures to ensure the correct amount of interest is calculated based on Prompt Payment Law.

- FIN adds the email from the district as supporting documentation for audit purposes as to why the dates were changed in PeopleSoft prior to making payment.

Email FIN Accounts Payable to FIN_AP_SMGR-Payments@txdot.gov providing clarification on why the Supplemental Progress Estimate was ran.

Email Subject: Supplemental Estimate #XX CSJ XXX-XX-XXXX

Provide responses to the questions below:

- Period end date (last date of service):
- Last date the estimate should have been approved by:
- If this amount should have been processed on a previous estimate, please provide the estimate number:

If the estimate is late and is not caused by a delay on TxDOT, then interest is not owed. The district will need to send FIN AP an email at the time of approval with an explanation for the delay with documentation of the dispute/delay on the contractor. FIN AP will add this explanation to the voucher in PeopleSoft for Audit purposes

To	● FIN_AP_SMGR-Payments
Cc	
Bcc	
Subject	Supplemental progress estimate CSJ XXXX-XX-XXX est 08

Hello,

Supplemental progress estimate CSJ XXXX-XX-XXX est 08 is for items missed in the month of May.

- **Period end date (last date of service): 05/27/2025**
- **Last date the estimate should have been approved by: 06/04/2025**
- **If this amount should have been processed on a previous estimate please provide the estimate number: 07**

Thank you,

End of Year

It is important to be mindful of the Period End Date selected for the August Estimate in SMR.

- August estimates should be run through August 31st.
 - If an estimate cannot be run through August 31st then a second estimate will need to be ran for the remaining August Days.
 - Example: If the estimates cutoff date is August 25th, then a supplemental progress estimate will need to be ran for August 26th through August 31st to ensure charges are applied to the correct AY.
- If the estimate period crosses the fiscal year, the estimate status is set to rejected.

Service date selection for August Site-Manager estimates 2024

Heather Delahoussaye
 To: #DDO_DOM; #DOC
 Cc: Bryce Bayles; Aaron Pennington; Patricia Abelardo; Donna Stolpmar; Jackie Benavides; Brandi Mutscher; FIN_AP_SMGR-Payments; Gresham Kay

Follow up. Start by Monday, August 12, 2024. Due by Monday, August 12, 2024.

Construction Monthly Estimate Deadline Outlook item
 Maintenance and MMC/TMC Monthly Estimate Deadline Outlook item

Good afternoon,

As we come to the close of the Fiscal Year, it is important to be mindful of the service date you select for the August estimates in Site-Manager (SMGR). FIN defines the **service date** as the last date that services were rendered; in SMGR that field is listed as the **period end date**. It's especially important to ensure that an August date is selected if the estimate should be charged to the 2024 Appropriation Year (AY). Any estimates that have a service period crossing AY's will be moved to a rejected status. Beginning in September any estimates using a September period end date will be charged to the 2025 AY.

If end-users are not precise the expense will be charged to the wrong AY which will then have unintended budget implications. In addition, selecting the wrong period end date could delay payments to the contractors while FIN reviews and coordinates the service date/AY alignment with the District Offices. Please distribute this notification to your Area Offices and others as appropriate.

- August service dates cannot be included with the September Estimate otherwise it will charge to 2025 AY. Any estimates crossing the fiscal year will be marked in rejected status.
- August estimates should be run through August 31st.
 - If an estimate cannot be run through August 31st then a second estimate will need to be created for the remaining August days.
 - For example: If the estimate's cutoff date is August 25th then a second estimate will need to be run for August 26th through August 31st to ensure this gets charged to 2024 AY.

If you have questions please contact Heather Delahoussaye at 512-486-5577 (Heather.Delahoussaye@TxDOT.gov) or Aaron Pennington at 512-486-5649 (Aaron.Pennington@TxDOT.gov) or FIN_AP_SMGR-Payments@txdot.gov.

Thank you.

Refunds

When a refund is requested, please cc: FIN_AP_SMGR-Payments@txdot.gov and FIN_ACCTREC@txdot.gov in the email to the vendor. Additionally, once the refund is requested, FIN AP will need the below supporting documents to complete the JV.

- Copy of the Email to vendor
- Copy of refund request letter
- Negative Estimate Package
- Details regarding what caused the overpayment and the original estimate number that issued the overpayment.
 - Examples: LDs, or MOH adjustments.
 - Note if a refund has a combination of LDs and overpayment on MOH those amounts need to be broken down for FIN
 - We need the “Original” estimate that overpaid the vendor, not the estimate that entered the negative adjustment.

Note: it is important that FIN AP **and** FIN AR receive a timely notification of refunds to ensure that a JV can be prepared (FIN AP) and a receivable can be established (FIN AR). Establishing the receivable in PeopleSoft will start the timeline for escalation to the Attorney General, as needed.

Negative Estimates and Zero Estimates

- FIN doesn't need to be notified of \$0 estimates - FIN has no action for these estimates
- FIN only needs to be notified of a negative estimate if a refund is being requested. Please provide the documentation listed on the previous slide.

For guidance reference the “Negative Estimates” section of

<https://crossroads/content/dam/crossroads/divisions/construction/documents/construction-support/construction-tips/CST%20TIP-Estimates.pdf>

Estimate over \$5 million

A progress Estimate over \$5 million requires a notification to the FIN. Include the CSJ, Estimate #, dollar amount and contractor name to FIN_AP_SMGR-Payments@txdot.gov.

To	<input checked="" type="radio"/> FIN_AP_SMGR-Payments@txdot.gov
Cc	
Bcc	
Subject	Over \$5 Million Estimate- CSJ XXXX-XX-XXX <u>est</u> XX

Hello,

Confirming the following estimate amount:

CSJ XXXX-XX-XXX Est XX
Vendor: Abc
Amount: \$7,000,000.00

Thank you,



Accounts Receivable – Negative Estimate Collections

Casey Rowe
Jessica Morris



July 21, 2025

Negative Estimate Collections – AR Guidance

When payment is requested from a vendor to satisfy a Negative Estimate, FIN AR must be notified in order to create a receivable in PeopleSoft.

- *Whenever it is determined that funds are due to the Agency....a receivable must be established if those outstanding funds have not yet been received.*
 - See FIN Policy Manual: https://iapps/apps/OnlineManuals/txdotmanuals/fmp/accounts_receivable.htm
- Cause of Negative Estimate determines treatment by FIN AR.
 - Overpayments (ex. MOH) are Refunds of Expenditures
 - FIN AP will prepare JV220 / Form 1234 with chartfields from original estimate that overpaid the vendor
 - Under **23 CFR §635.127** Liquidated Damages must be deducted from the eligible construction costs before calculating the final Federal share (JV220 if last\final estimate)

Negative Estimate Collections – AR Guidance

- Demand letters are generated by PeopleSoft, which also provides the tracking of those debts through aging reports.
 - Demand Letters can be automatically mailed by FIN AR or provided to District Construction Office contacts for distribution
 - If the obligation remains outstanding after the First Demand and Final Demand letters, the accounts receivable team will coordinate additional collection actions with OAG.
- Debt collection policy is set forth by Section 5.10, Title 43, Texas Administration Code and Section 59.2, Title 1, Texas Administrative Code.
 - Requires the agencies report uncollected and delinquent obligations to the Office of Attorney General for further collection efforts no later than the 90th day after an obligation becomes delinquent.

Negative Estimate Collections – AR Guidance

- Payments should be mailed to:

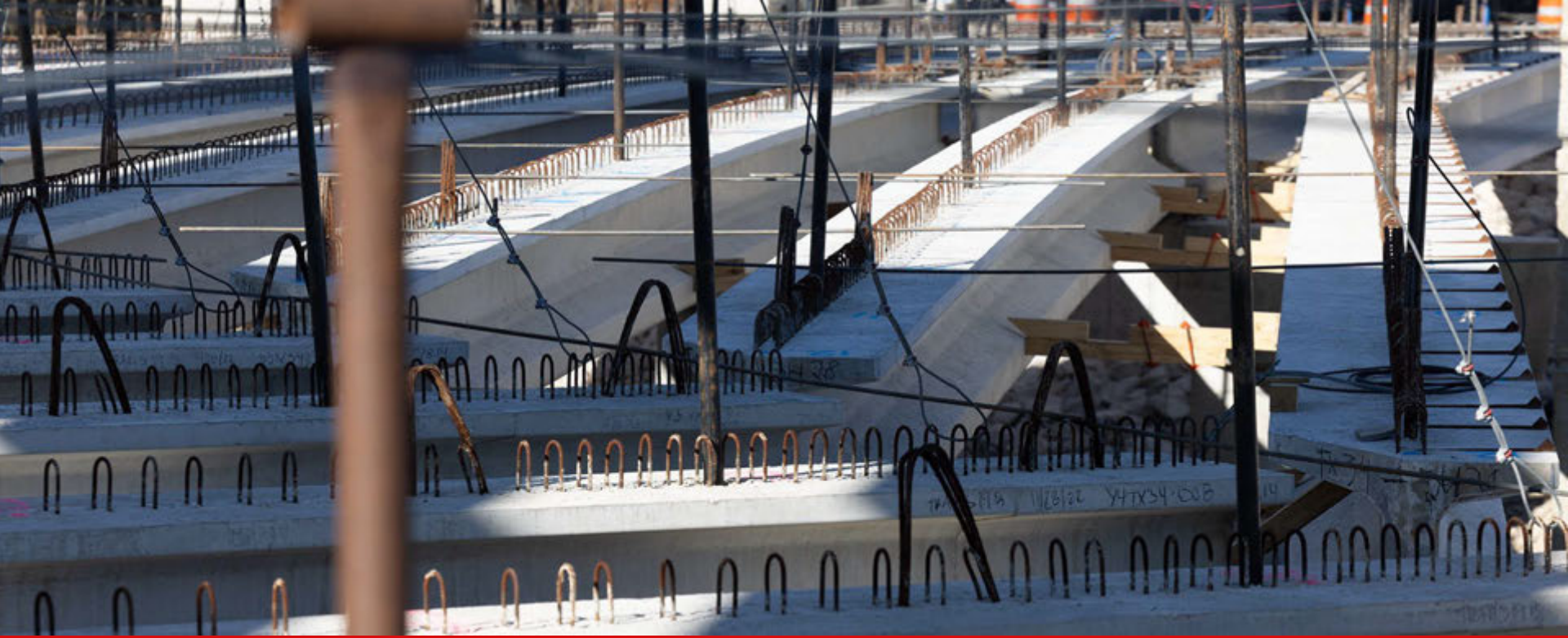
Texas Department of Transportation
ATTN: FIN - Accounts Receivable
125 E 11 St.
Austin, TX 78701

- For overnight remittance use the following:

Texas Department of Transportation
Attn: FIN - Accounts Receivable
6230 East Stassney Lane
Austin, Texas 78744

Questions





FHWA Updates

Construction Division



July 21, 2025

Takeaways:

- FHWA Audits
- Timesheet Charges
 - Federal Funding Inactive project list
 - Federal Payroll Billing
- Buy America
 - May 2025 Special Provision
 - December 2025 Special Provision

FHWA Audits

- Compliance Assessment Program Audit (CAP)
- Texas Division Involved Project Audit (TxDIP)
- Improper Payment Review
- Process Reviews/Spot checks
- System Assessment

Timesheet Charges

- Federal Inactive project List
 - No charges within a year.
 - Project may lose Federal funding.
 - To prevent:
 - Run estimates monthly.
 - Time used to run estimate may be charged to project.
- Charge time to correct project.



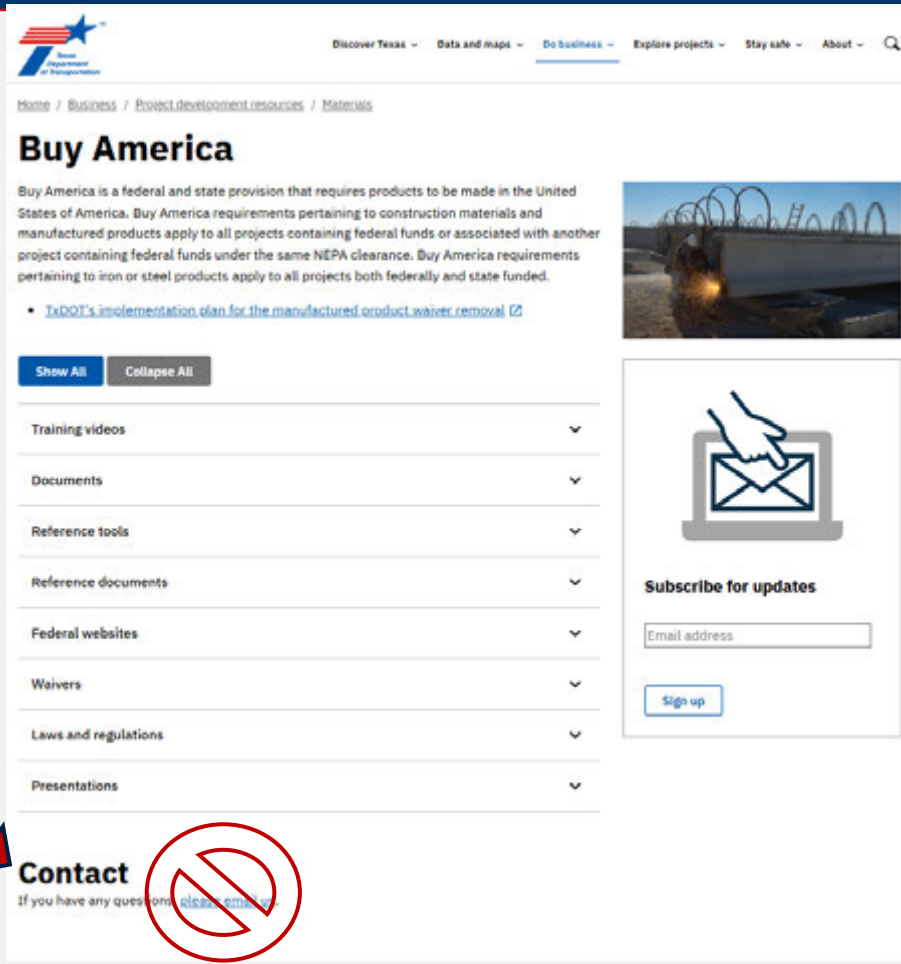
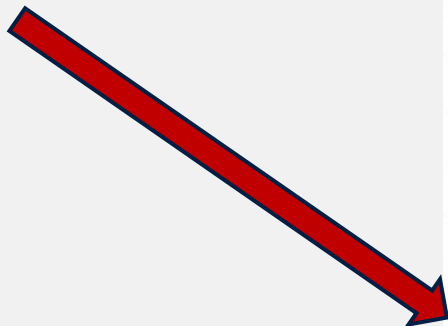
RK Meeting - July 16 & 17, 2024

Buy America

Where to find info?

- TxDOT.gov → Search “Buy America”

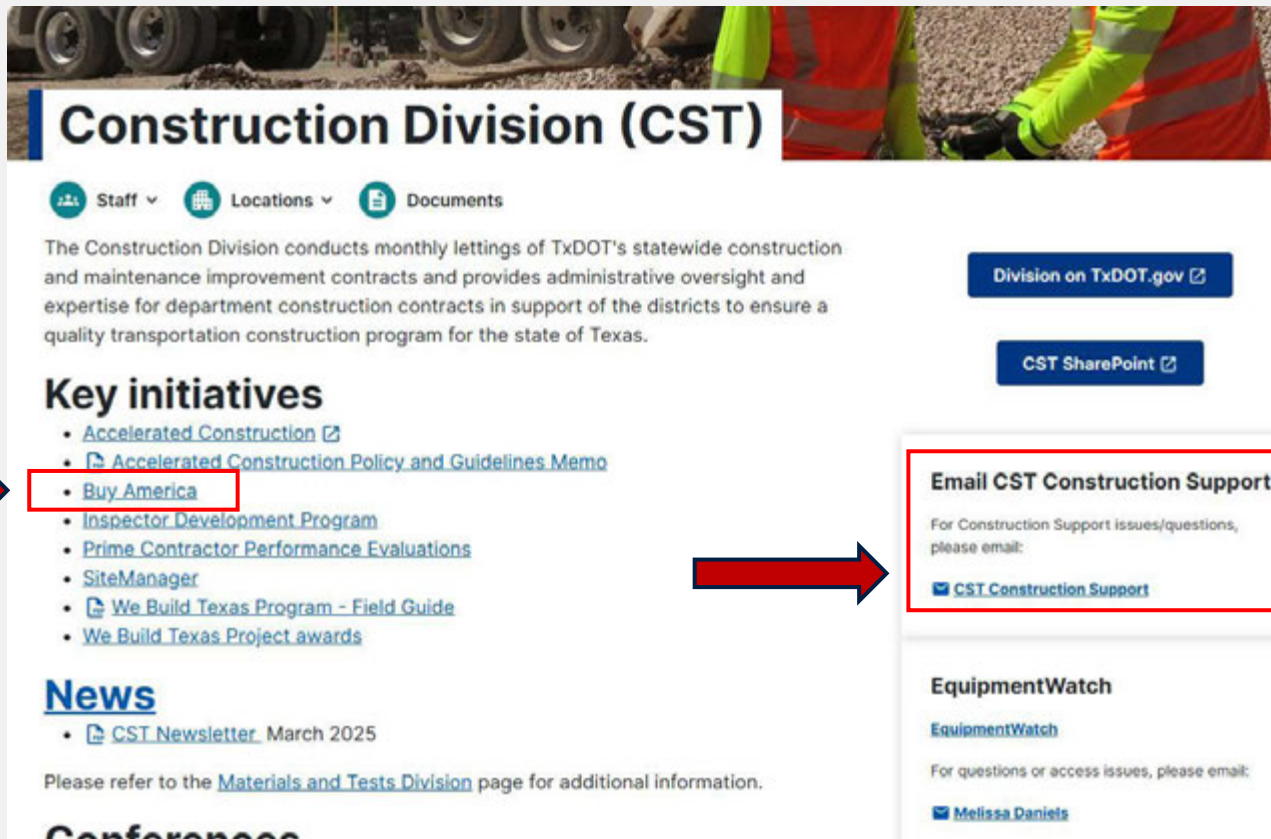
Not for internal use



The screenshot shows the Texas Department of Transportation website. The header includes the logo and navigation links: Discover Texas, Data and maps, Do Business, Explore projects, Stay safe, and About. The main content area is titled 'Buy America' and includes a brief description of the federal and state provision. A link to 'TxDOT's implementation plan for the manufactured product waiver removal' is provided. Below this is a list of resources with expandable sections: Training videos, Documents, Reference tools, Reference documents, Federal websites, Waivers, Laws and regulations, and Presentations. On the right side, there is a 'Subscribe for updates' section with an email address input field and a 'Sign up' button. At the bottom, there is a 'Contact' section with a red prohibition sign over it, indicating that contact information is not for internal use.

Where to find info?

- Crossroads→
 - CST→
 - “Buy America”
 - on main page.
- See lunch and learn
 - For training video



Construction Division (CST)

Staff Locations Documents

The Construction Division conducts monthly lettings of TxDOT's statewide construction and maintenance improvement contracts and provides administrative oversight and expertise for department construction contracts in support of the districts to ensure a quality transportation construction program for the state of Texas.

[Division on TxDOT.gov](#)

[CST SharePoint](#)

Key initiatives

- [Accelerated Construction](#)
- [Accelerated Construction Policy and Guidelines Memo](#)
- [Buy America](#)**
- [Inspector Development Program](#)
- [Prime Contractor Performance Evaluations](#)
- [SiteManager](#)
- [We Build Texas Program - Field Guide](#)
- [We Build Texas Project awards](#)

News

- [CST Newsletter March 2025](#)

Please refer to the [Materials and Tests Division](#) page for additional information.

Conferences

Email CST Construction Support

For Construction Support issues/questions, please email:

[CST Construction Support](#)

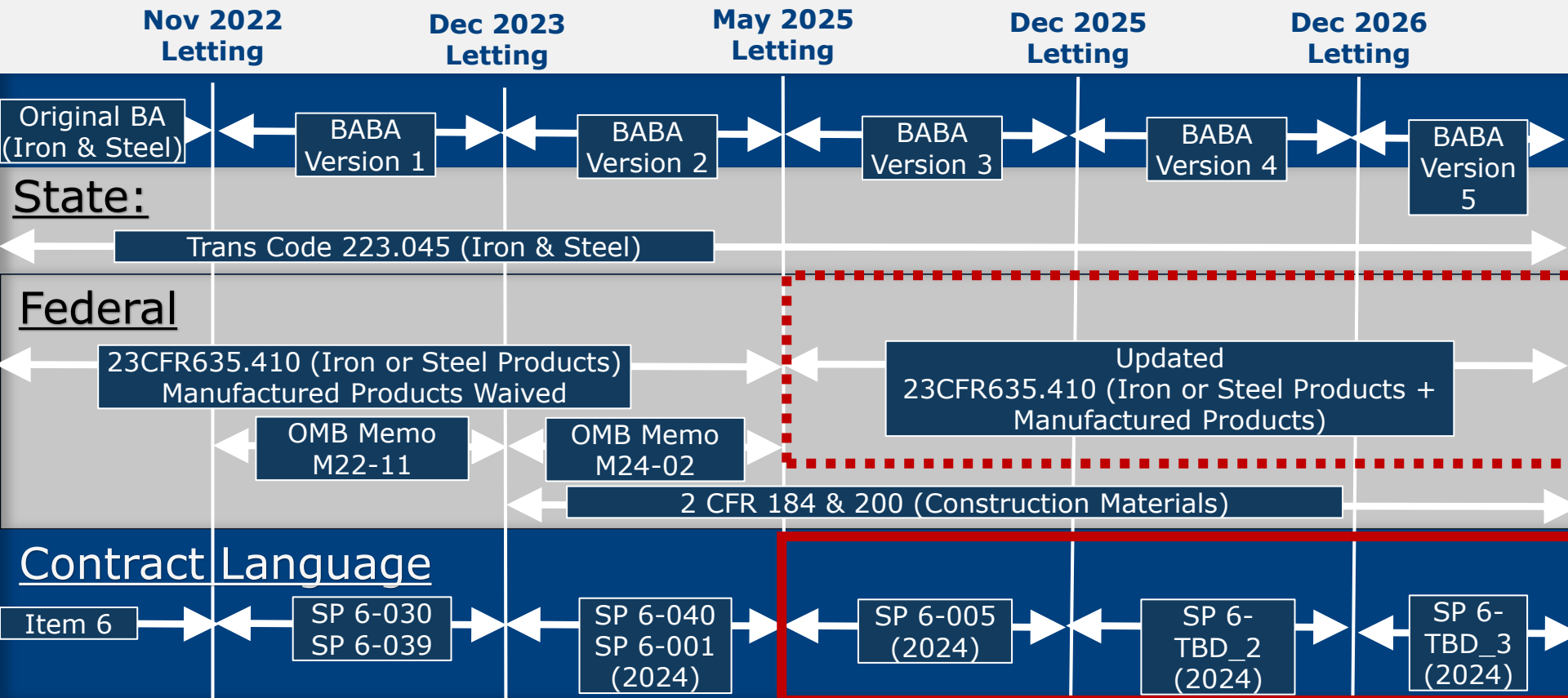
EquipmentWatch

[EquipmentWatch](#)

For questions or access issues, please email:

[Melissa Daniels](#)

BABA Timeline



May 2025 → What changed?

- SP006-005 active → refer to for more info
- Added definition for:
 - “Predominantly Iron or Steel”
 - Manufactured Product
 - Component
- Added Special Classifications
 - Precast Concrete Products
 - Intelligent Transportation Systems and other electronic hardware systems

May 2025 → How does this affect me?

- No change → continue collect paperwork per Project Records Checklist.

Comment you may receive:

- My product is not predominantly iron or steel and is therefore exempt from Buy America.

Answer Varies:

- If it's a Precast concrete Product? → Iron and Steel still need to comply.
- If its an ITS item w/ iron or steel enclosure → The enclosure must comply.
- If none of the above, document letter/email with record of pay item.
 - Example Crash Cushion Attenuator

December 2025 → What will change?

- SP006-XXX with industry for review.
- Added definition for:
 - Manufactured in the United States.
- Buy America applies to Manufacture Products.
- Paperwork
 - Referring to MPL for most items.
 - De Minimis Log may be used more.

December 2025 → How does this affect me?

- Refer to Material Producer List for Buy America Compliance.
- De Minimis Log may be used more.

Producer	Contact	Producer Code	Type	Model	Buy America Status (Expiration Date)
Example: ABC, Pavement Marking Company	Mr. Marker MR.Marker@markers.com (111)-111-1111	8675309	I-A	001 XX	Compliant (10/1/2026)
			I-C	002 XX	Compliant (10/1/2026)
			I-C	003 XX	
			I-C	004 XX	Compliant (10/1/2026)
			I-R	005 XX	Compliant (10/1/2026)
			I-R	006 XX	
			I-R	007 XX	
			II-A-A	008 XX	Compliant (10/1/2026)
			II-A-A	009 XX	Compliant (10/1/2026)
			II-A-A	010 XX	
			II-C-C	011 XX	
			II-C-C	012 XX	
			II-C-C	013 XX	

Current Project Process

- Contractor identifies items requiring Buy America Compliance. →
- TxDOT request certification paperwork for each Buy America product.
- Prime Contractor and suppliers submit Buy America Certifications for each product.
- TxDOT makes payment. →
- Records stored per records retention. →

Gold Star Process

- Contractor identifies items requiring Buy America Compliance.
- ~~• TxDOT request certification paperwork for each Buy America each product.~~
- ~~• Prime Contractor and suppliers submit Buy America Certifications for each product.~~

- **TxDOT verifies Buy America via Material Producers list (MPL), if applicable.**
- **TxDOT collects 1818 or 2806 for items not on the MPL.**
- **A De Minimis log required for non-compliant products.**

- TxDOT makes payment.
- Records stored per records retention.

Buy America Vendor Form

- IS **NOT** FOR PROJECT LEVEL CERTIFICATION.
- Do not:
 - accept this form
 - store with project records.
 - confuse with the 2806 or
 - 1818
- Form is intended for MPL owner use only.

BUY AMERICA CERTIFICATION FORM

This certification is to certify the below product(s)/material(s) are in compliance with Buy America, Buy America requirements as stated in 23 Code of Federal Regulations (CFR) 635.410 and 2 CFR part 184 as classified by TxDOT's Buy America Material Classification Sheet. This form must be completed and retained by an authorized signer. BABA certification requirements are listed below for clarification, but do not override CFR requirements.

Iron or Steel: manufacturing includes any process that modifies the chemical content, physical shape or size, or final finish of the product. The manufacturing process begins with initial melting and casting and continues through fabrication (e.g. cutting, drilling, welding, and bending) and coating (e.g. paint galvanizing, and epoxy).

Non-Ferrous Metals: certification requires all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

Plastics and Polymer based products (including polypropylene, composite building materials, and polymers used in fiber optic cables): certification requires all manufacturing processes, from initial combination of constituent plastic or polymer based inputs, or where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

Glass (including optic glass): certification requires all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

Fiber optic cable (including drop cable): certification requires all manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacking, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastics and polymer-based products, or any others.

Optical fiber: certification requires all manufacturing processes, from the initial completion of the draw, occurred in the United States.

Lumber: certification requires all manufacturing processes, from initial debarking in the United States.

Disposal: certification requires all manufacturing processes, from initial blending of additives through cutting and drying of sawn/steamed panels, occurred in the United States.

Manufactured products: certification requires the product was manufactured in the United States.

Precast concrete products: classified as a manufactured product must comply with manufactured product certification requirements as stated above.

Intelligent, transportation systems, and other electronic hardware systems: must comply with the iron and steel product certification requirements for their manufacturing certification requirements as stated above.

For questions pertaining to Buy America, contact DOT_Buy_America@dot.state.tx.us.

Material Producer	Buy America Material Classification	Product/Model/Part

Product Certifications

Company/Producer/Manufacturer Name: _____

Product/Supplier Representative Name: _____ Date: _____

Product/Supplier Representative Signature: _____

Contact Phone Number: _____ Contact Email: _____

Notarization

State of _____

County of _____

Before me, _____, on this day personally appeared _____

Notary Public: _____

My Commission Expires: _____

Attachments Provided (Yes/No): _____

Number of attached pages: _____

Buy America – Joint Bid Utilities

- CST working with ROW for additional guidance.
- Use Survey for:
 - State items that need clarification
 - Any improvement or suggestions.

Buy America Joint Bid Utilities Feedback



Any questions?



Eduardo.Acosta@txdot.gov
Construction Division

**Buy America Joint Bid Utilities
Feedback**





E-Verification



July 21, 2025

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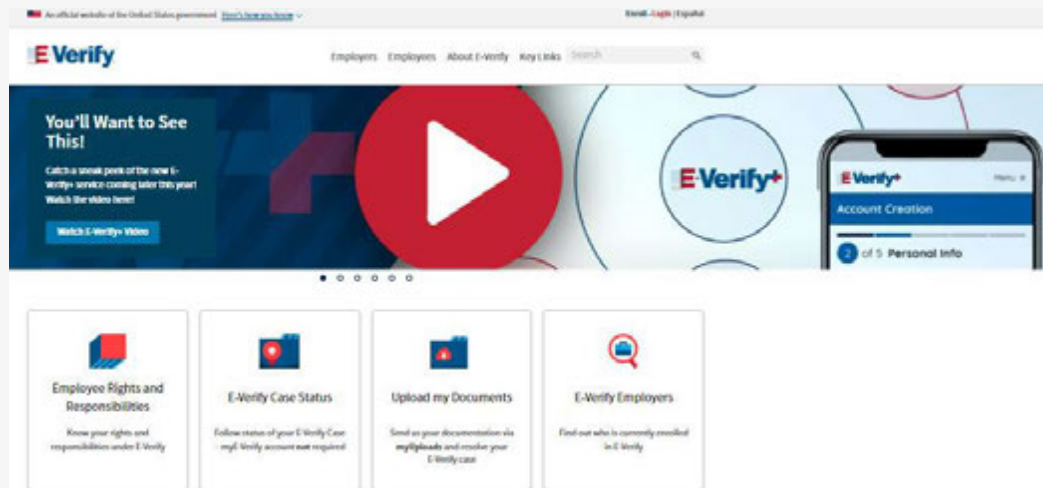
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10| SOP

11| State Letting

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E-Verify Program and Requirements



- Department of Homeland Security (DHS) Program
- TxDOT Began Participating in 2017
- Web Based System
- Verifies Employees are Eligible to Work in the U.S.

E-Verify Participants Acknowledged by TxDOT

E-Verify Participants Acknowledged by TxDOT			
<p>The list of E-Verify Participants Acknowledged by TxDOT is <u>informational only</u>. The Department of Homeland Security (DHS) E-Verify Search Tool is the record of source and is to be utilized to verify an employer's compliance:</p> <p>https://www.uscis.gov/e-verify/about-program/e-verify-employers-search-tool</p>			
5/22/2024			
Company Name	Name reflected in E-Verify	Date Added	Date Revised
1 Priority Environmental Services, Inc.	1 Priority Environmental Services, Inc.	08/28/17	
1 Priority Environmental Services, LLC	1 Priority Environmental Services, LLC	03/12/24	
123 CONSTRUCTION CO.	123 Construction Co.	01/10/23	
12TWELVE ROAD AND BRIDGE LLC	12TWELVE ROAD AND BRIDGE LLC	06/07/21	
1519 Surveying, LLC.	1519 Surveying, LLC.	10/23/17	
190 Construction LLC	190 Construction LLC	07/22/21	
2 J RESOURCES COMPANY	2 J RESOURCES COMPANY	05/02/18	
216 Resources, Inc	216 Resources Inc	09/12/17	
2H, LLC	2H, LLC	01/07/22	

- Published Weekly on [TxDOT Website](#)
- Informational Only
- Column B matches DHS name with Column A's Pre-Qualified Name
- District/Area Office Staff should frequently review the list
- [DHS Website](#) Should Be Primary Source of Verification

E-Verify Participants Acknowledged by TxDOT

3.139. **Subcontractor.** An individual, partnership, limited liability company, corporation, or any combination thereof that the Contractor sublets, or proposes to sublet, any portion of a Contract, excluding a material supplier, a hauling firm hauling only from a commercial source to the project, a truck owner-operator, a wholly owned subsidiary, or specialty-type businesses such as security companies and rental companies.

- TxDOT is responsible for enforcing and validating that prime contractors and their first-tier subcontractors comply with the E-Verify Requirement
- Many trucking companies and other specialty type business are excluded

Process for Addition to List

1. Send a request to add a subcontractor to SMS to CST_SiteManager@txdot.gov
 - Provide:
 - Company Name and Company Structure (Sole Proprietorship, Corporation, Partnership, etc.)
 - Company Address, Phone Number, and E-Mail Address
 - Tax ID Number
 - List of Owners & Percentage
 - Work Category
2. Vendor ID Issued
3. Send MOU to CST_Everify@txdot.gov
4. Vendor ID and MOU Verified
5. Contractor Added to List of Participants
 - Email Confirmation Sent

Self-Audit of TxDOT List of Participants

- Completed:
 - Reviewed Each Contractor on List of Participants to Verify Account Status is in Good Standing
 - Search using E-Verify's [Search Tool](#)
 - Review of MOU to Ensure Document is Fully Executed (For those not yielding search results)
- Worked Directly With District/Area Office Staff and Contractors
- Completed: Review of All MOUs on File

Fully Executed MOU



Company ID Number: [REDACTED]

Approved by:

Employer	
Rumler Rebar Inc	
Name (Please Type or Print)	Title
Christine M Rumler	
Signature	Date
Electronically Signed	12/11/2015
Department of Homeland Security - Verification Division	
Name (Please Type or Print)	Title
USCIS Verification Division	
Signature	Date
Electronically Signed	12/11/2015

- Signed Electronically by All Parties
 - Employer Signer
 - USCIS Verification Division from DHS
- Dated
- Company and/or Client ID Number
- Full Document

Job Aides

1. Daily E-Verify Requests Processing

2. Quarterly E-Verification Review

3. State Letting E-Verification

E-Verify FAQs

1. What is a Memorandum of Understanding (MOU)?
 - a. This is a document signed by the employer and an agent of the Department of Homeland Security (DHS). It explains certain features of the E-Verify program and describes specific responsibilities of the E-Verify Employer Agent (if applicable), the Employer, DHS, and the Social Security Administration (SSA).
2. How do I get my MOU?
 - a. Employer will access their MOU by:
 - i. <https://www.e-verify.gov>
 - ii. Log-in to your E-Verify [account](#)
 - iii. From 'Home' page select the down arrow next to your name
 - iv. Select 'Company Account', then select 'Company [Profile](#)'
 - v. In the "Company Access and MOU" section, select hyperlink "View Current MOU" located on the bottom of the "My Company Profile" [page](#)
 - vi. Once the page has loaded, you may print the page as a PDF file to save your [MOU](#)
 1. Ensure the web browser's pop-up blocker is disable as it may prevent you from opening your company's [MOU](#)
3. Is my EIN enough?
 - a. No, you must submit a fully executed [MOU](#)

E-Verification SOP 03-18

- Recently updated
- Addresses requirements for adding a contractor to the list of E-Verify Participants Acknowledged by TxDOT, what a fully executed MOU is, and ongoing reviews for compliance.
- Highlights of changes:
 - Links
 - Teams responsible for verifying prime contractors
 - Order of steps for approving subcontractors for Districts
 - Enforcement of E-Verification requirement procedures

State Letting

- Low Bid Report
- Search DHS Website Utilizing the E-Verify Participants Acknowledged by TxDOT
- Save Screenshot of Search Results or the Signature Page of MOU
- Must Comply or Demonstrate Effort To Comply Within 5 Calendar Days



Questions?

- Email:
 - Scott.Myricks@txdot.gov
 - CST_Everify@txdot.gov
- Phone:
 - (512) 486-5025





Insurance Requirements

State Let Construction Contracts

State Let Maintenance Contracts and Local Let Maintenance



July 21, 2025

Table of Contents

15–16 | Letting Initiatives Section
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Letting Initiatives

Within the Construction and Maintenance Contract Letting (CMCL) Section is:

- Letting Initiatives
 - Processing and managing Contractor insurance requirements
 - Processing and managing Railroad requirements
 - Processing and managing contract reassignments
 - Testing new applications
 - Assessing, proposing and leading improvements and modifications to the State Letting process
 - Developing processes to support the future migration to eContracting
 - Records retention of State Let Construction Contracts
 - Processing and managing employer E-Verification records
 - Managing OnBase records for State Let Construction Contracts
 - Letting Manual updates and other special projects as assigned

Letting Initiatives Contacts

Sahar Safabakhsh

Phone: 512-416-2597

Sahar.Safabakhsh@txdot.gov

Scott Myricks Jr.

Phone: 512-486-5025

Scott.Myricks@txdot.gov

Samantha Smith

Phone: 512-416-2491

Ssmit1-C@txdot.gov

Team Lead- Michael Smith

Phone: 512-416-2425

Michael.Smith11@txdot.gov

Railroad Requirements:

CST_RR_Correspondence@txdot.gov

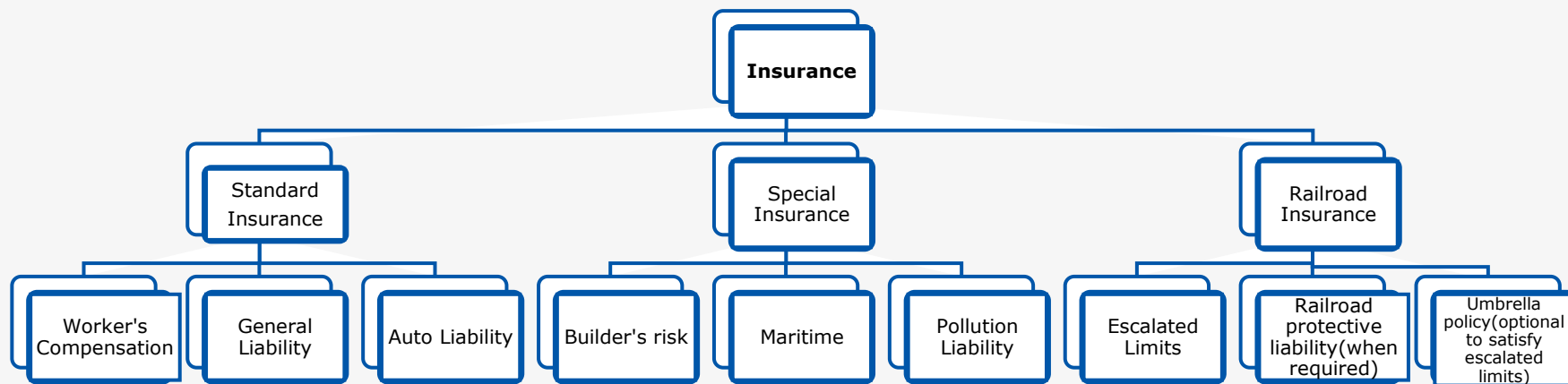
E-Verify:

CST_Everify@txdot.gov

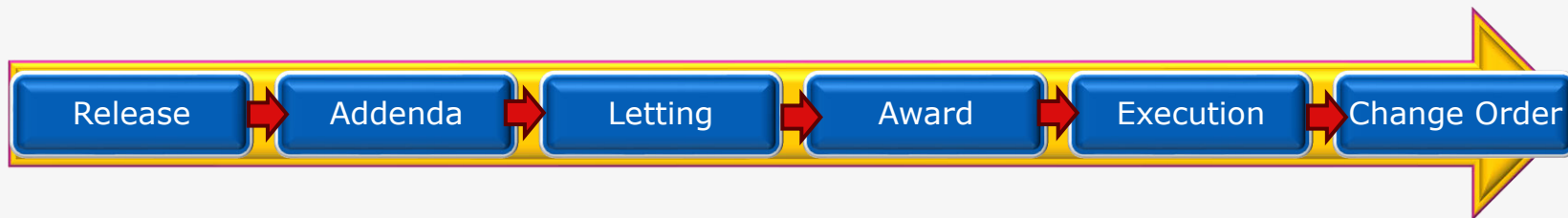
Contractor Insurance:

CST_Insurance@txdot.gov

Insurance Classifications



Release - Execution Lifecycle



2014 and 2024 Spec Book Insurance Requirements

2014 Spec Book

2024 Spec Book

3

4. EXECUTION OF CONTRACT

Provide the following within 15 days after written notification of award of the Contract.

4.1. **Contract.** Execute the Contract as prescribed by the Department.

4.2. **Bonds.** Execute and date the performance and payment bond in the full amount of the Contract with the powers of attorney. Provide bonds in accordance with Table 1. Furnish the payment and performance bonds as a guaranty for the protection of the claimants and the Department for labor and materials and the faithful performance of the work.

Table 1
Bonding Requirements

Contract Amount	Required Bonds
Less than \$25,000	None
\$25,000 to \$100,000	Payment
More than \$100,000	Performance and Payment

Sample versions of the standard performance and payment bonds may be viewed on the Department's website.

4.3. **Insurance.** Submit a certificate of insurance showing coverages in accordance with Contract requirements.

Insurances must cover the work for the duration of the Contract and must remain in effect until final acceptance. Failure to obtain and maintain insurance for the contracted work may result in suspension of work or default of the Contract. If the insurance expires and coverage lapses for any reason, stop all work until the Department receives an acceptable certificate of insurance.

Provide the Department with a certificate of insurance conforming the terms and amounts of insurance chosen in

3

2024 Specifications

4. EXECUTION OF CONTRACT

Provide the following within 15 days after written notification of award of the Contract.

4.1. **Contract.** Execute the Contract as prescribed by the Department.

4.2. **Bonds.** Execute and date the performance and payment bond in the full amount of the Contract with the powers of attorney. Provide bonds in accordance with Table 1. Furnish the payment and performance bonds as a guaranty for the protection of the claimants and the Department for labor and materials and the faithful performance of the work.

Table 1
Bonding Requirements

Contract Amount	Required Bonds
Less than \$25,000	None
\$25,000-\$100,000	Payment
More than \$100,000	Performance and payment

Sample versions of the standard performance and payment bonds may be viewed on the Department's website.

4.3. **Insurance.** For construction and building Contracts, submit a certificate of insurance showing coverages in accordance with the Contract requirements. For routine maintenance Contracts, refer to Article 3.6, "Beginning of Work."

Insurances must cover the work for the duration of the Contract and must remain in effect until final acceptance. Provide project-specific insurance, not listed in Table 2, until acceptance of the work covered by the project-specific insurance or as approved by the Engineer. Failure to obtain and maintain insurance for the contracted work may result in suspension of work or default of the Contract. If the insurance expires and coverage lapses for any reason, stop all work until the Department receives an acceptable certificate of insurance.

How CST Identifies Special Insurance Requirements

003-002

**Special Provision to Item 3
Award and Execution of Contract**

Item 3, "Award and Execution of Contract" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Section 3.4.3., "Insurance," is supplemented by the following:

Table 2 is supplemented by the following:

Type of Insurance	Amount of Coverage
U.S. & Benefits and Maritime Employers Liability	\$500,000 (Minimum)
Hull/Primary P&I Bodily Injury & Property Damage	\$1,000,000 CSL
P&I, Collision Liability, Towers Liability, Crew Liability, Cargo Liability, and Wreck removal	
Pollution Liability	\$2,000,000

- Proposals
 - Plans Online
- Contracts
 - Verify contained within
- iPD
 - Award tab, Notes section

003-017

**Special Provision to Item 3
Award and Execution of Contract**

Item 3 "Award and Execution of Contract" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 3.4.3., "Insurance," is replaced Table 2 with the following:

Type of Insurance	Amount of Coverage
Commercial General Liability Insurance	Not Less Than \$600,000 each occurrence
Business Automobile Policy	Not Less Than \$600,000 combined single limit
Workers' Compensation	Not Less Than Statutory
At-Risk Builder's Risk Insurance	100% of Contract Price
Pollution Liability	Not Less Than \$200,000

How CST Manages Insurance

- A day Prior the insurance expiration date, reminders are emailed to contractors and Districts.

CERTIFICATE OF INSURANCE

Form 1560
(Rev. 07/12)
Previous editions of this form may not be used.
Page 1 of 2

Agents should complete this form by providing the requested information, then email, fax, or mail this form as noted at the bottom of page two. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: **Farmwest Paving, Inc.**
Street/Mailing Address: **P.O. Box 29**
City/State/Zip: **Wichita, TX 76799**
Phone Number: **(817) 316 - 8900**

WORKERS' COMPENSATION INSURANCE COVERAGE:
Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: Texas Mutual Insurance Company	Carrier Phone #: (800) 809 - 5995
Address: P.O. Box 12058	City, State, Zip: Austin, TX 78711-2058
Type of Insurance: Workers' Compensation	Policy Number: [REDACTED]
Effective Date: 09/01/2024	Expiration Date: 09/01/2025
Limits of Liability: Not Less Than: Statutory - Texas	

COMMERCIAL GENERAL LIABILITY INSURANCE:

Carrier Name: Ace American Insurance Company	Carrier Phone #: (866) 324 - 8222
Address: 436 Walnut Street	City, State, Zip: Philadelphia, PA 19106
Type of Insurance: Commercial General Liability Insurance	Policy Number: [REDACTED]
Effective Date: 09/25/2024	Expiration Date: 09/01/2025
Limits of Liability: Not Less Than: \$ 500,000 each occurrence	

BUSINESS AUTOMOBILE POLICY:

Carrier Name: Ace American Insurance Company	Carrier Phone #: (866) 324 - 8222
Address: 436 Walnut Street	City, State, Zip: Philadelphia, PA 19106
Type of Insurance: Business Automobile Policy	Policy Number: [REDACTED]
Effective Date: 09/25/2024	Expiration Date: 09/01/2025
Limits of Liability: Not Less Than: \$ 500,000 combined single limit	

UMBRELLA POLICY (if applicable):

Carrier Name: UFG Specialty Insurance	Carrier Phone #: (800) 865 - 4533
Address: 3200 N. Central Avenue, Suite 1225	City, State, Zip: Phoenix, AZ 85012
Type of Insurance: Umbrella Policy	Policy Number: [REDACTED]
Effective Date: 10/24/2024	Expiration Date: 09/01/2025
Limits of Liability: 2,000,000	

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect, if this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adjusts the signature produced by the receiving fax machine as the sender's original signature.

Agency Name: **Acquire Texas Risk Advisors & Ins Services LLC** Address: **3057 Keller Springs Rd, Suite 200** City, State, Zip Code: **Austin, TX 78701**
(817) 737 - 4943
Authorized Agent's Phone Number: **[REDACTED]** Authorized Agent Original Signature: **[Signature]** Date: **10/22/2024**

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§652.021 and 652.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Dear Contractor,

Your current certificate of insurance will expire tomorrow, 05/21/2025, at 12:00 a.m.

To work on a TxDOT contract, as the prime contractor, you must provide for our files current insurance that meets the contract requirements. **This office** must receive proof of renewal for this insurance on the appropriate certificate of insurance before the expiration date to avoid work being suspended.

Below are the required certificates of insurance forms that must be submitted:

Your insurance agent should complete ALL required certificates and email them to CST_INSURANCE@TXDOT.GOV. You may be required to submit both types of certificates until your older projects are complete.

A. For projects bid prior to December 31, 2011, Form 1560(ALT)(12/11) must be submitted.

B. For projects bid after January 01, 2012, Form 1560 (07/2024) must be submitted.

Both forms are available at the following link- [Insurance Forms](#)

Please direct any questions to CST_INSURANCE@TXDOT.GOV or you may also call the CST Construction and Maintenance Contract Letting Section at (512) 416-2465.

Contractor is working in Districts: YOAKUM;

Stop Work and Resume Work Notifications

Dear Contractor,

Your current certificate of insurance expired at 12:00 a.m. : 05/21/2025

***** **STOP WORK** *****

To work on a TxDOT contract, as the prime contractor, you must provide for our files current insurance that meets the contract requirements. This office must receive proof of renewal for this insurance on the appropriate certificate of insurance before the expiration date to avoid work being suspended.

Below are the required certificates of insurance forms that must be submitted:

Your insurance agent should complete ALL required certificates and email them to CST_INSURANCE@TxDOT.GOV. You may be required to submit both types of certificates until your older projects are complete.

- A. For projects bid prior to December 31, 2011, Form 1560(ALT)(12/11) must be submitted.
- B. For projects bid after January 01, 2012, Form 1566(07/2014) must be submitted.

Both forms are available at the following link- [Insurance Forms](#)

Please direct any questions to CST_INSURANCE@TxDOT.GOV or you may also call the CST Construction and Maintenance Contract Letting Section at (512) 416-3485.

Contractor is working in Districts: CHILDRESS;

Contractor has submitted their insurance certificate and our mainframe system has been updated to reflect the new expiration date.

Please **RESUME WORK** for this contractor specific only to the Stop Work that was issued. This does not include any special insurance related projects that have a current Stop Work.

If you have any questions, or need any additional information, please do not hesitate to contact our office.

How CST Documents Insurance

Home
Previous
My Pages
Production Environment

Actions
Help
Log off

Overview
Asset
DBE
SBP
Labor

Vendor General Summary

Vendor: 04168 - J.B. TREE & MAINTENANCE SERVICE
Save
?

General*
Work Capacity*
Addresses*
Contacts*
Affiliates*
Insurance*
Work Classifications*
Agency Views

Type search criteria or press Enter
Default (Active CSJ)
Showing 3 of 3

New
0 added
0 marked for deletion
0 changed

Insurance Type	Insurance Company	Policy Num	Exp Dt	CCSJ	District	CCSJ Final
Comm. Gen. Liab. - COMMERCIAL GENERAL LIAE	ATLANTIC CASUALTY INS CO		03/19/2004			

Insurance Type
Comm. Gen. Liab. - COMMERCIAL GENERAL LIAB...

Insurance Company
ATLANTIC CASUALTY INS CO

Policy Number

Expiration Date
03/19/2004

Comments

Comp. Auto. Liab. - AUTO - 06/28/2003	PROGRESSIVE CO MUT		06/28/2003			
Work. Comp. - WORKERS COMPENSATION - 01/1	LEXINGTON INS CO		01/15/2004			

Requirements for Form 1560

CERTIFICATE OF INSURANCE Form 1560
Rev. 01/16
Previous editions of this form may not be used.
Page 1 of 2

Agents should complete this form to provide all requested information. Then either email, fax, or mail this form as noted at the bottom of page two. Copies of endorsements/alterations are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: Foremost Paving, Inc.
Street/Mailing Address: P.O. Box 29
City/State/Zip: Winkler, TX 79099
Phone Number: (958) 316 - 8990

WORKERS' COMPENSATION INSURANCE COVERAGE
(Endorsed with a Waiver of Subrogation in favor of TxDOT)

Center Name: Texas Mutual Insurance Company		Center Phone #: (800) 809 - 3995	
Address: P.O. Box 12058		City, State, Zip: Austin, TX 78711-0258	
Type of Insurance	Policy Number	Effective Date	Expiration Date
Workers' Compensation		09/01/2024	09/01/2025
Limits of Liability		Not Less Than: Statutory - Texas	

COMMERCIAL GENERAL LIABILITY INSURANCE:

Center Name: Axi American Insurance Company		Center Phone #: (866) 324 - 8222	
Address: 436 Walnut Street		City, State, Zip: Philadelphia, PA 19106	
Type of Insurance	Policy Number	Effective Date	Expiration Date
Commercial General Liability Insurance		09/25/2024	09/01/2025
Limits of Liability		Not Less Than: \$ 500,000 each occurrence	

BUSINESS AUTOMOBILE POLICY:

Center Name: Axi American Insurance Company		Center Phone #: (866) 324 - 8222	
Address: 436 Walnut Street		City, State, Zip: Philadelphia, PA 19106	
Type of Insurance	Policy Number	Effective Date	Expiration Date
Business Automobile Policy		09/25/2024	09/01/2025
Limits of Liability		Not Less Than: \$ 500,000 combined single limit	

UMBRELLA POLICY (if applicable):

Center Name: UFG Specialty Insurance		Center Phone #: (800) 863 - 8523	
Address: 3300 N. Central Avenue, Suite 1225		City, State, Zip: Phoenix, AZ 85012	
Type of Insurance	Policy Number	Effective Date	Expiration Date
Umbrella Policy		10/24/2024	09/01/2025
Limits of Liability		2,000,000	

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

NOTE: BY ITS CERTIFICATION to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect, if this form is sent by facsimile machine (fax), the sender certifies the document received by TxDOT as a duplicate original and adapts the signature produced by the receiving fax machine as the sender's original signature.

Agency Name: Accurate Texas Risk Advisors & Bro Services LLC
Address: 3857 Keller Springs Rd, Suite 200
City, State, Zip Code: Addison, TX 75001
(817) 377 - 4943
Authorized Agent's Phone Number: 10/23/2024
Authorized Agent Original Signature: Date

- Form should not be altered.
- All the requested items must be completed (Address, telephone number, etc).

Insurance Investigations

- Lapses in Insurance
- Enforcement of Stop Work
- Outcome to be determined



Links to Approved Insurance Forms

Contractor insurance requirements

(txdot.gov)<https://www.txdot.gov/business/road-bridge-maintenance/contract-letting/contractor-insurance-requirements.html>

Texas Department of Insurance

<https://www.tdi.texas.gov/certificates/index.html>

Any Questions or Concerns Please email:

CST_Insurance@txdot.gov



QUESTIONS?



July 21, 2025



Railroad Requirements

State Let Construction Contracts

State Let Maintenance Contracts



July 21, 2025

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32 | Pre-Bid Question and Answer

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35-36 | Railroad Insurance Requirements

37 | Railroad Maintenance Consent Letter

38 | Right of Entry R39

39 | Railroad Requirements Memo

40 | Delayed Award

41 | Release Through Contract Execution

42 | Conditional Release

43 | Administrative Letter

44 | District Railroad Coordinator

45 | Helpful Links

Construction Division Involvement With Railroad Requirements

- Railroad Requirements
 - Advertised Plans Online
 - Railroad Scope of Work sheets
 - The resulting executed Contracts
- Example Railroad Requirements
 - Escalated Insurance Limits
 - Railroad Protective Liability Insurance
 - Right of Entry (ROE) Agreements
 - Maintenance Consent Letters (MCL)
- Contract Execution
 - All Requirements Satisfied, or
 - Conditional Release, or
 - Administrative Letter



Pre-Bid Question & Answer

<https://www.txdot.gov/business/road-bridge-maintenance/contract-letting.html>



Pre-bid Q and A responses

[Pre-letting responses by
district »](#)

Release – Identifying Railroad Requirements

SEE SHEET 2 FOR INDEX OF SHEETS

STATE OF TEXAS

DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED STATE HIGHWAY IMPROVEMENT

SPW 6470-53-201

VARIOUS BRIDGES DISTRICTIVE ARCHER COUNTY, ETC.

LOCALITY, GENERAL LOCATION

BRIDGE - ☐ NEW, ☐ IMPROVED, ☐ EXISTING

TYPE OF BRIDGE - ☐ ARCH, ☐ GIRDER, ☐ TRUSS, ☐ CANTILEVER, ☐ OTHER

DATE OF WORK FOR ROUTING AND RECORDING OF BRIDGE PROPOSALS AND RECORDS
UNLESS OTHERWISE SPECIFIED, RECORD SETS SHOULD BE SUBMITTED TO THE
DISTRICT, STATE HIGHWAY DEPARTMENT, THE LATEST EDITION, DATED 1964-1-1

NO.	NAME	TYPE	DATE	BY	REMARKS
1	ABILENE	NEW	1964	J. H. HARRIS	ABILENE
2	ABILENE	NEW	1964	J. H. HARRIS	ABILENE
3	ABILENE	NEW	1964	J. H. HARRIS	ABILENE
4	ABILENE	NEW	1964	J. H. HARRIS	ABILENE
5	ABILENE	NEW	1964	J. H. HARRIS	ABILENE
6	ABILENE	NEW	1964	J. H. HARRIS	ABILENE
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67	ABILENE	NEW	1964	J. H. HARRIS	ABILE

Release – Identifying Railroad Requirements

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CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)																																																																																																																																		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER(S), AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																																																																																																																																				
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Railroad Insurance Requirements – Escalated Limits

No direct compensation will be made to the Contractor for providing the insurance coverages shown below or any deductibles. These costs are incidental to the various bid items.

Escalated Limits	
Type of Insurance	Amount of Coverage (Minimum)
Workers Compensation	\$500,000 / \$500,000 / \$500,000
Commercial General Liability	\$2,000,000 / \$4,000,000
Business Automobile	\$2,000,000

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Railroad Maintenance Consent Letter

V. CONTRACTOR'S RIGHT OF ENTRY (CROE)

- ☐ Not Required
- ☒ Required: UPRR Maintenance Consent Letter. TxDOT to assist
- ☐ Required. TxDOT to assist in obtaining the UPRR CROE
- ☐ Required: Contractor to obtain
- ☐ BNSF: _____
<https://bnsf.railoermitting.com>
- ☐ CPKCR
https://llrpg.360works.com/fml/webd/rpo_web_kcs.fmp12
- ☐ Other Railroads: _____

To view previously approved CROE templates agreed upon between the State and Railroad, see:
<https://www.txdot.gov/business/resources/railroad-highway-crossing/sample-right-of-entry-agreements.html>



BUILDING AMERICA

CONSENT LETTER

Date: March 17, 2023

Project: 0789564

DOT # 432247X	MP: 76.83	Subdivision: Heane
DOT # 745246G	MP: 128.99	Subdivision: Emus

TEXAS DEPARTMENT OF TRANSPORTATION
125 E. 11TH STREET
AUSTIN, TX 78701

Dear Jerry Loges:

It is the TEXAS DEPARTMENT OF TRANSPORTATION's ("Public Entity") intention to perform mail, overlay, and pavement markings ("Work") at the location noted above. This letter serves as an acceptance by Union Pacific Railroad Company ("Railroad") of the proposed Work to be performed.

If a contractor is to do any of the Work on Railroad's property, then the Public Entity shall require its contractor to execute and return the attached contractor endorsement ("Contractor Endorsement"). Under no circumstances will Public Entity's contractor be allowed on Railroad's property without first executing the Contractor Endorsement.

This Consent Letter is revoked by Rail

For safety Representative(s) performing the Work

L

Fiber Opt

Respect,

Approved by:

Casey Moore
Public Projects - I

DocuSign Envelope ID: 047918B-FE

Date: March 17, 2023 Project: 0789564

DOT # 432247X	MP: 76.83	Subdivision: Heane
DOT # 745246G	MP: 128.99	Subdivision: Emus

A. As a condition to entering upon Union Pacific Railroad Company's ("Railroad") property to perform mail, overlay, and pavement markings ("Work") described in Consent Letter dated the day of March 17, 2023 ("Public Entity's") TEXAS DEPARTMENT OF TRANSPORTATION, contractor, whose address is _____ (hereinafter "Contractor"), by signing below, acknowledges and agrees to comply with and be bound by the Contractor Endorsement - General Terms and Provisions, including the minimum safety standards, and insurance requirements set forth at: https://www.up.com/real_estate/index.htm
Alternatively, cut and paste the following into browser:
https://www.up.com/real_estate/index.htm

B. Upon request, all insurance documentation shall be provided to Railroad.

C. Please note that fiber optic cable may be buried on the Railroad's property. Prior to commencing the Work, the Contractor agrees to contact the Railroad's Telecommunications Operation Center as provided in the general terms and conditions to determine if any fiber optic cable is located on the Railroad's property on or near the location where the Work is to be performed.

D. The Contractor agrees to also provide notice to railroad representative ("Railroad Representative"):
Leo Craig - 817-901-9560 - Leo.Craig@RailPro.com

E. The term of this Contractor Endorsement shall commence on the date of the execution of this Contractor Endorsement and continue for one year or until such time as Contractor has completed its work on Railroad's property, whichever is earlier, unless sooner terminated.

Please complete this Contractor Endorsement by executing below and submitting with the \$1,025.00 administrative fee payment with the Folder Number indicated to the following address:

Union Pacific Railroad Company
ATTN: Public Projects Manager
1400 Douglas Street
Mail Stop 1690
Omaha, NE 68179

(Name of Contractor)

By: _____

Name: _____

Address: _____

Email: _____

Date: _____

Right of Entry (ROE) Requirements – UPRR or Other Railroads

V. CONTRACTOR'S RIGHT OF ENTRY (CROE)

- ☐ Not Required
- ☐ Required: UPRR Maintenance Consent Letter, TxDOT to assist
- ☒ Required: TxDOT to assist in obtaining the UPRR CROE
- ☐ Required: Contractor to obtain
 - ☐ BNSF: _____
<https://bnsf.railpermitting.com>
 - ☐ CPKCR
https://llrpg.360works.com/fmi/webd/rpo_web_kcs.fmp12
 - ☐ Other Railroads: _____

V. CONTRACTOR'S RIGHT OF ENTRY (CROE)

- ☐ Not Required
- ☐ Required: UPRR Maintenance Consent Letter, TxDOT to assist
- ☐ Required: TxDOT to assist in obtaining the UPRR CROE
- ☒ Required: Contractor to obtain
 - ☐ BNSF: _____
<https://bnsf.railpermitting.com>
 - ☐ CPKCR
https://llrpg.360works.com/fmi/webd/rpo_web_kcs.fmp12
 - ☒ Other Railroads: Rio Valley Switching Company

Contractor's Right of Entry (Private Flagging Contractor)
Form Approved - UPRR Law Dept 04/01/2019
TxDOT approved Utility with Inspection 4/30/2020

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20____,
by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"), and
_____, a _____ corporation ("Contractor").

RECITALS

Contractor has been hired by the Texas Department of Transportation (TxDOT) to perform work relating to the Conduit over Rail Agreement, consisting of attaching conduit with fiber optic cable to the existing IH 45 overpass structure over rail line for the state's Traffic Management System (the "work") with all or a portion of such work to be performed on property of Railroad in the vicinity of Railroad's Milepost 254.870 on Railroad's Ennis Subdivision at DOT No. 763643C located at IH45, in Hutchins, Dallas County, State of Texas, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which work is the subject of a Conduit Over Track Agreement signed by TxDOT March 2, 2023, and approved by Railroad with the issuance of UPRR Project No. 0788279.

Railroad is willing to permit Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this agreement.

AGREEMENT

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C AND D.

The terms and conditions contained in Exhibit B, Exhibit C and Exhibit D, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A Contractor shall bear any and all costs and expenses associated with any work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

Railroad Requirements Memo



Sequence #:

Railroad Requirements

Controlling CSJ:

Contractor Name:

Railroad Involved:

UPRR

Railroad Address:

1400 Douglas Street, STOP 1690

Omaha, NE 68179

The following, if checked, reflect the Railroad requirements for the referenced CSJ. *

* The Railroad Scope of Work Sheet(s) are the source of contractual requirements. If conflicts are identified on this document, please refer to the Railroad Scope of Work Sheet(s).

Escalated Limits (Commercial General Liability and Auto Liability) Insurance:

- ☐ 2/4/2 (\$2M Each Occur / \$4M Gen Agg / \$2M Auto Lib)
- ☐ 2/2/2 (\$2M Each Occur / \$2M Gen Agg / \$2M Auto Lib)

Railroad Protective Liability (RRPL) Insurance:

- ☐ Non-Bridge Project \$2M Each Occur / \$6M Agg
- ☐ Bridge Project \$5M Each Occur / \$10M Agg
- ☐ Other

UPRR MCL:

- ☐ If this box is checked, the Maintenance Consent Letter agreement is provided for your review and partial execution.

1. Complete the Contractor Endorsement page 2.

2. A signature is required by an authorized representative of your company.

3. Payments in association with MCL's are TxDOT's responsibility.

4. Please return signed MCL's to: CST_RR_Correspondence@TXDOT.GOV

Right of Entry

- ☐ If this box is checked, the Right of Entry agreement is provided for your review and partial execution.

1. Complete the Contractor sections but please do not date page 1 (the date will be written by UPRR when they execute with their signature).

2. A signature is required by an authorized representative of your company.

3. Payments in association with ROE's are TxDOT's responsibility.

4. Please return signed ROE's to: CST_RR_Correspondence@TXDOT.GOV

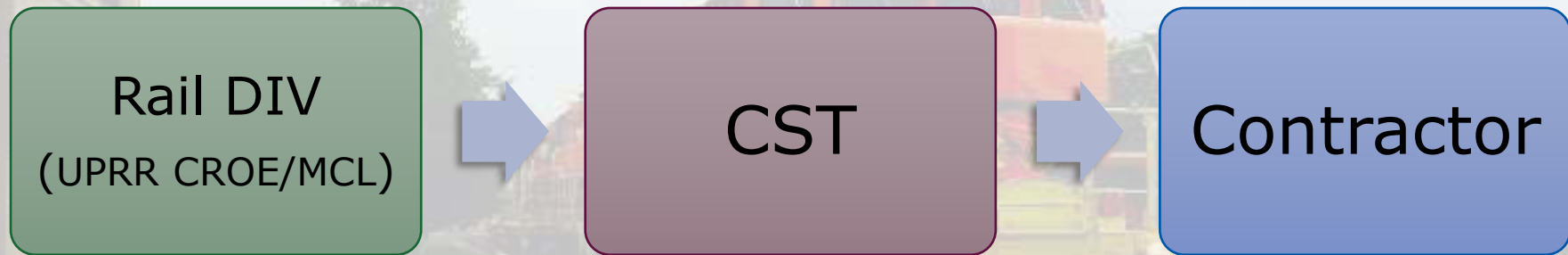
2024 Spec Book, Item 3, Section 4.3, Insurance: Insurances must cover the work for the duration of the Contract and must remain in effect until final acceptance. Provide project-specific insurance, not listed in Table 2, until acceptance of the work covered by the project-specific insurance or as approved by the Engineer.

Please submit certificates of insurance for Railroad insurance on an Acord 25.

All questions and or Railroad documentation (insurance certificates and/or Right of Entry) should be returned with the partially executed contract or sent to:

CST_RR_Correspondence@TXDOT.GOV

What Railroad Requirement Can Delay Award?



Release Through Contract Execution – Resolving Conflicts




Conditional Release


- Project Needs to Start
- Railroad Requirements Not Yet Satisfied
- Requires Management Approval
- Does Not Waive Requirements
- District Assumes Responsibility
- Cannot Work Within 50' of Railroad

MEMO

March 10, 2025



To: Jessica Butler, P.E. 
Director, Engineering and Safety Operations

Through: Duane S. Milligan, P.E. 
Director, Construction Division

Through: Jeff Davis 
Director, Rail Division

From: Ceason Clemens, P.E. 
Dallas District Engineer

Subject: Request to Conditionally Award/Release Contract CSJ: 0009-11-254

The subject project let on February 7, 2024 and is currently being held for execution due to incomplete railroad requirements.

This project requires a Contractor's Right of Entry (CROE) agreement with DART and UPRR, as well as Railroad and escalated limits insurance which are pending.

The Dallas District requests approval to conditionally award/release this contract. There is substantial work available to be performed by the contractor outside of the pending railroad right-of-way for which the railroad requirements are pending.


The District will assume responsibility to ensure the contractor fulfills the missing railroad requirements and will provide documentation to the Construction Division once the contractor submits it. Until these railroad requirements are fulfilled, the District will not allow the contractor to work within 50 feet of the railroad right-of-way.

The performance of the contract work is necessary to improve and maintain the condition of the facilities. Conditionally releasing this contract will prevent delays on the needed improvements. Proceeding with the project without delay will also assist in reducing current and future maintenance concerns and impacts to the traveling public.

Administrative Letter

- Erroneous Railroad Requirement Advertised
- No Addendum Advertised to Correct
- Project Let with Erroneous Railroad Requirement
- Project Needs to Start
- Requires Management Approval
- Waives Erroneous Requirements

DocSign Envelope ID: 771DCC59-2C3D-4E8A-8BAF-212387AF1A2C



MEMO

June 21, 2024

To: Charles Benavidez, P.E.
SAT District Engineer

From: Amy Divin
Rail Division Program Coordinator

Subject: CSJ 0915-00-270 RR Coordination

Scope: Bridge Repair. No work directly over RR ROW, the traffic control plan crosses over all DOTs listed in this project therefore requiring RR insurance and coordination.

Mr. Benavidez,

Please be advised that Rail Division was alerted by Union Pacific when we submitted this project's DOTs for clearance that the system had incorrect identifying info on **two** DOTs. We corrected the info and resubmitted the SOWs to district prior to 100% plans and letting, however, the swap of SOWs never occurred, and the incorrect SOWs were part of letting.

Originally DOT 900237J was submitted but corrected to 764274L once the system was updated. DOT 900237J is not a requirement and released in error. DOT 764267B and 764319R locations have always been correct. The project was cleared by UP with the correct DOTs, as attached.

DOT 675299L was originally listed in the system as UP but corrected to BNSF. That SOW was also updated, submitted to district before letting and cleared. **The contractor will also need insurance identifying BNSF as stated in the SOW.**

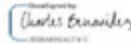
Your approval is requested to allow CST to release and award this contract based on updated information above. CST to obtain UP requirements from contractor and then release the contract. District to obtain BNSF insurance requirements prior to contractor working near BNSF RR ROW.

6/21/2024

Approved _____

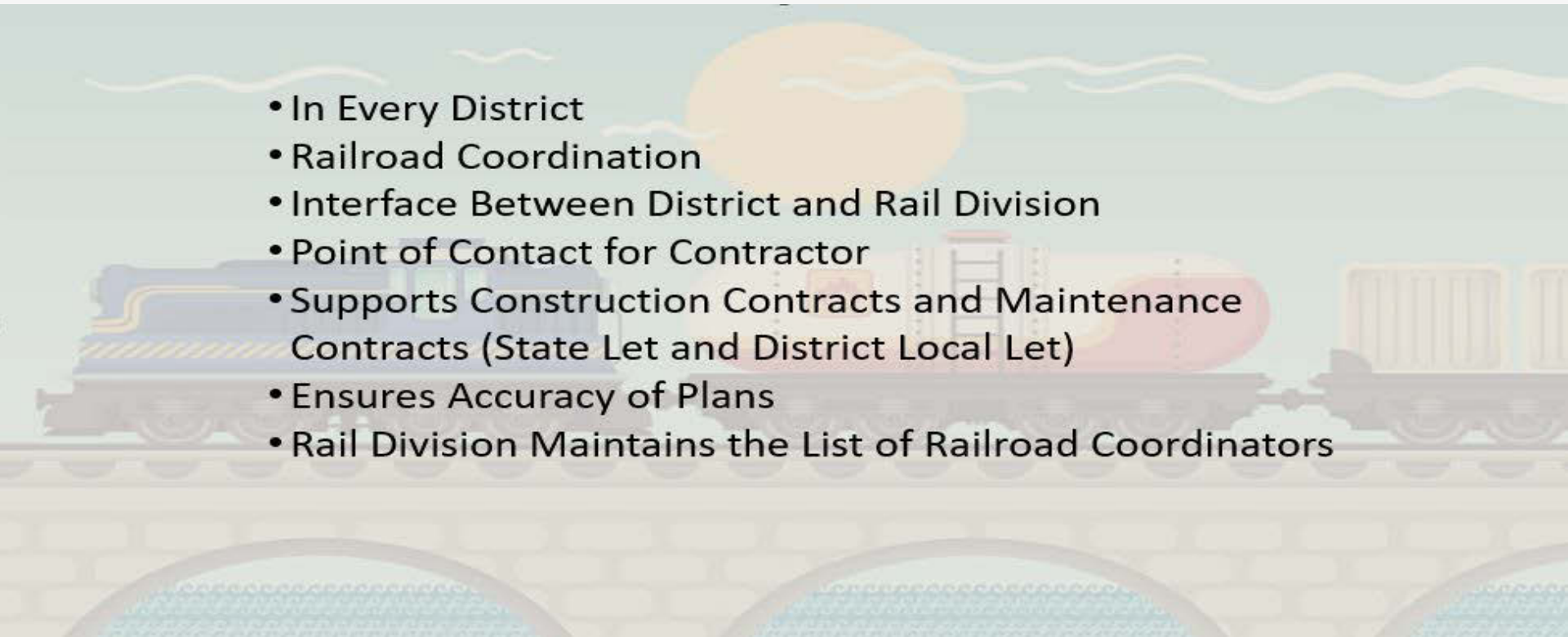
Date _____

CC: RRD, SAT, CST


Charles Benavidez, P.E.
SAT District Engineer

Connecting You with Texas
An Equal Opportunity Employer

District Railroad Coordinator

- 
- In Every District
 - Railroad Coordination
 - Interface Between District and Rail Division
 - Point of Contact for Contractor
 - Supports Construction Contracts and Maintenance Contracts (State Let and District Local Let)
 - Ensures Accuracy of Plans
 - Rail Division Maintains the List of Railroad Coordinators

Helpful Contacts and Links

Submittal of Railroad and Insurance Documents

CST_RR_Correspondence@txdot.gov

CST_Insurance@txdot.gov

Plans Online (Proposals, Plans, Addenda)

<https://www.txdot.gov/business/plans-online-bid-lettings.html>

Pre-Bid Q&A

<https://tableau.txdot.gov/views/ProjectInformationDashboard/NoticetoContractors?%3Aembed=y&%3AisGuestRedirectFromVizportal=y>

Railroad- Highway Crossing Information

<https://www.txdot.gov/business/resources/railroad-highway-crossing.html>

Texas Administrative Code:

[https://texas-sos.appianportalsgov.com/rules-and-](https://texas-sos.appianportalsgov.com/rules-and-meetings?chapter=9&interface=VIEW_TAC&part=1&subchapter=B&title=43)

[meetings?chapter=9&interface=VIEW_TAC&part=1&subchapter=B&title=43](https://texas-sos.appianportalsgov.com/rules-and-meetings?chapter=9&interface=VIEW_TAC&part=1&subchapter=B&title=43)

2024 Specification Book

<chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.txdot.gov/content/dam/docs/specifications/2024/spec-book-0924.pdf>

Break in Progress





July 21, 2025

CST- Video

Introduction to ProjectWise



CONSTRUCTION
Skills Training



ProjectWise
Explorer



1234-56-789

This video is available to view on CST Division Crossroads page under Instructional Video Library, under the Cross-discipline heading: <https://crossroads/divisions/cst/construction-training-and-development/instructional-videos.html>



Search



10:22 PM
7/9/2025



July 21, 2025

Civil Rights Division Small Business Resources Online

Noraima (Nora) Perez – Civil Right Division – BCE

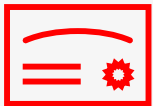
Civil Rights Division

The Civil Rights Division promotes compliance with federal, and state regulations related to equal opportunity and non-discrimination, and oversees the Disadvantaged Business Enterprise, Small Business Enterprise, and Historically Underutilized Business programs and activities. With 50 employees spanning across the state, the **Civil Rights Division focuses on four areas:**

- Nondiscrimination (Title VI)
- Accessibility (ADA)
- Small Business Development (DBE, HUB, SBE)
- Workforce Development (OJT CU2J, CCP, TCCA)



Business and Community Engagement Team



Certification Support Services

- Disadvantaged Business Enterprise **(DBE)**
- Airport Concessions Disadvantaged Business Enterprise **(ACDBE)**
- Historically Underutilized Business **(HUB)**
- Small Business Enterprise **(SBE)**



TxDOT Hosted Trainings

- Year-round trainings (virtual and in-person).
- Educational opportunities.
- Networking with TxDOT purchasers, other small businesses, state agencies, universities, and local entities.

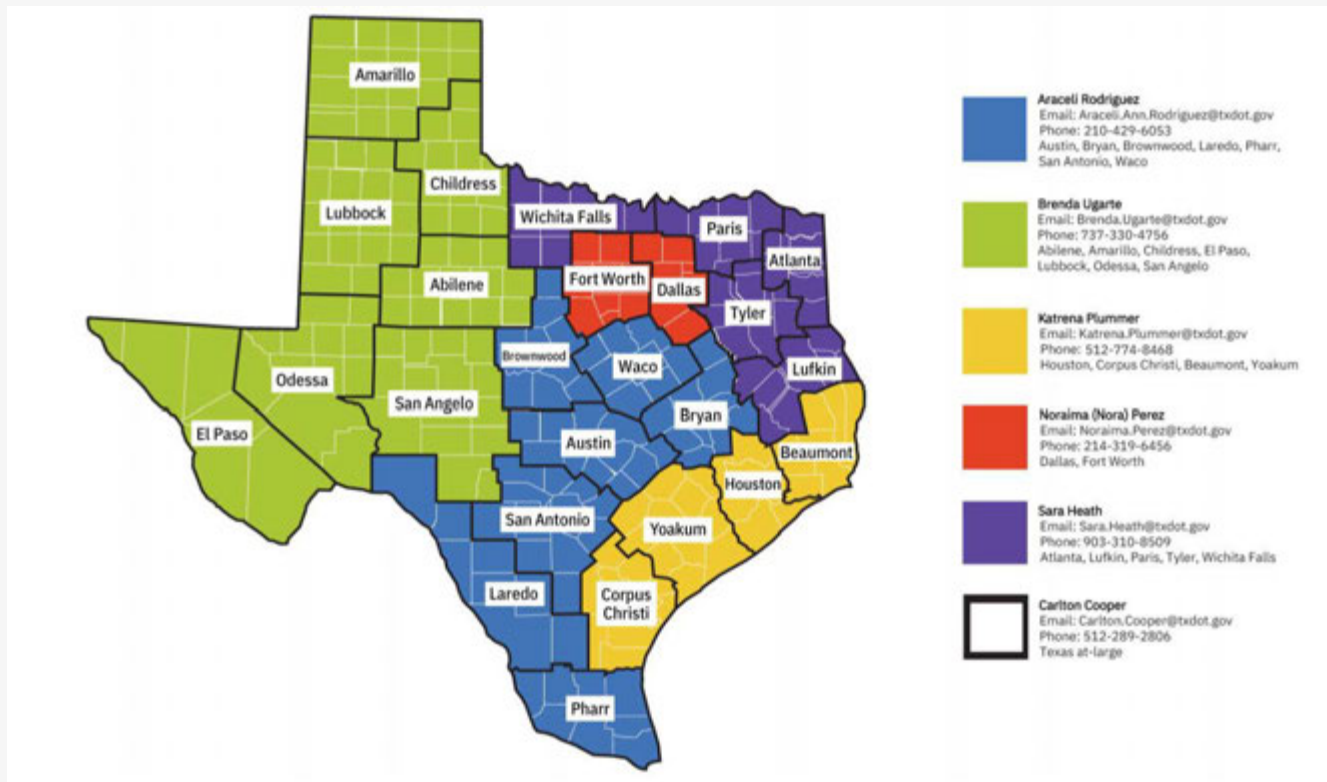


1x1 Consultations

- Team of six Outreach and Public Involvement Specialists.
- Connect small business to multiple departments within the division.
- Available to discuss challenges, goals, and doing business with TxDOT staff.

BCE Team Outreach Assignments

- District 1 | Paris
- District 2 | Fort Worth
- District 3 | Wichita Falls
- District 4 | Amarillo
- District 5 | Lubbock
- District 6 | Odessa
- District 7 | San Angelo
- District 8 | Abilene
- District 9 | Waco
- District 10 | Tyler
- District 11 | Lufkin
- District 12 | Houston
- District 13 | Yoakum
- District 14 | Austin
- District 15 | San Antonio
- District 16 | Corpus Christi
- District 17 | Bryan
- District 18 | Dallas
- District 19 | Atlanta
- District 20 | Beaumont
- District 21 | Pharr
- District 22 | Laredo
- District 23 | Brownwood
- District 24 | El Paso
- District 25 | Childress



TXDOT Small Business Development Resources Page

Txdot.gov – Do Business – DBE & Small Business Enterprise Programs -

<https://www.txdot.gov/business/disadvantaged-small-business-enterprise.html>

Disadvantaged and Small Business Enterprise Programs

TxDOT makes it easy to find business opportunities and bid information for Disadvantaged Business Enterprises (DBE), Small Business Enterprises (SBE) and Historically Underutilized Businesses (HUB).



**Small Business
Resources**



**Small Business
Enterprise (SBE)
Program**



**Disadvantaged
Business
Enterprise/Airport
Concessions**



**Historically
Underutilized Business
(HUB) Program**

TXDOT Small Business Development Resources Page

At TxDOT, Big Opportunities Start Small (BOSS). The BOSS program was created to assist small businesses through the process of working with TxDOT by becoming a certified firm and bidding on TxDOT projects.

Find support

- [Small Business FAQs](#)
- [Schedule a one-on-one](#)
- [Upcoming events](#)


Development opportunities

- [TxDOT DRIVE Program](#)
- [SBDC](#)
- [SCORE](#)
- [APEX Accelerators](#)




Small business development resources

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- [SCORE](#) 
- [APEX Accelerators](#) 



2025 DBE COMPLIANCE CONFERENCE

November 19-21, 2025
TxDOT Stassney HQ
Austin, TX





Joint Checks

Civil Rights



July 21, 2025

Table of Contents

10 | When & How

11 | Form Review

17 | Acceptable & Red Flags

19 | Decision Making

20 | Joint Check Review


When & How

When?

- Ample time to review
- Request additional information

How?

- Completed Form 2804
- Executed joint check agreement




Request to Use Joint Checks
(For Federally-Assisted Projects)

Form 2804
(Rev. 02/21)
Page 1 of 2

Only DBE firms or suppliers may request to use joint checks. Prior to using joint checks for DBE goal credit, the prime contractor must receive written approval from the Department. When completing this form, include a copy of the written notification from the party requesting joint checks. Additional documentation may be requested.

Review



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(For Federally-Assisted Projects)

Form 2804
(Rev. 02/21)
Page 1 of 2

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This form is for DBE Goal Credit.

Project ID: CSJ: County: Let Month/Year:

Prime Contractor: District:

Requestor: ☐ Supplier ☐ DBE Firm

has requested to utilize joint checks on the subject project for the following reasons:

Name of Supplier or DBE Subcontractor

A subcontract agreement has been/will be executed with in the

Name of DBE Subcontractor

amount of \$.

*round to nearest dollar

The joint check(s) is/are for the procurement of in the estimated

Type of Materials/Supplies being Procured


amount of \$.

*round to nearest dollar

I/We anticipate that joint checks will be utilized from to .

Start Date End Date

Review

**Request to Use Joint Checks**
(For Federally-Assisted Projects)

Form 2804
(Rev. 02/21)
Page 1 of 2

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Name of DBE Subcontractor

amount of \$.

*round to nearest dollar

The joint check(s) is/are for the procurement of in the estimated

Type of Materials/Supplies being Procured

amount of \$.

*round to nearest dollar

I/We anticipate that joint checks will be utilized from to .

Start Date End Date

Review

Prime Contractor Representative:

Signature: Date:

- ☐ Design Build Contractor
- ☐ Construction Manager/General Contractor
- ☐ Other Tiered Subcontractor

DBE Firm Representative:

Signature: Date:

Commercial Supplier Representative:

Signature: Date:

Acceptable

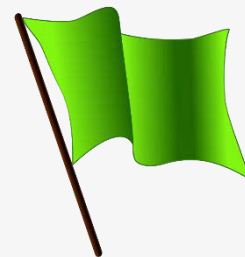
The prime contractor issuing the check acts solely as grantor.

The DBE subcontractor must release the check to the supplier.

The DBE subcontractor is responsible for both furnishing and installing the materials or supplies.

The prime contractor cannot require the subcontractor to use a specific supplier or the prime contractor's negotiated price.

The arrangement is short-term assisting the DBE subcontractor's establishment of a credit line with the material supplier and responsible for making payments.



Red Flags

Open ended joint check agreement between prime & DBE sub.

History of joint checks between prime & DBE sub.

Joint check agreement for multiple suppliers for the same DBE sub.

Lack of documentation that the DBE negotiated its own prices and quantities.

Refusal to submit requested documentation.



Decision Making

FOR TxDOT USE ONLY

Date Received: Project/CSJ: District:

Prime Contractor: DBE Firm:

Decision: ☐ Approve ☐ Partial Amount ☐ Full Amount \$ Duration:

☐ Deny ☐ Renewal

Consult with the prime contractor and DBE on partial amounts.

Be mindful.

Additional joint check agreements can be submitted.

Consult with prime and DBE.

Joint Check Review

Request copies of the front and back of the cancelled joint check from the prime.

- An electronic draft can not be used.
- A physical check made payable to both the DBE and the Supplier must be used.
- The DBE must endorse the check then forward it to the supplier, who will also endorse the check.

Request a copy of the invoice that the joint check was used to pay to ensure it matches the requested materials from Form 2804.

After a review of the joint check is performed, please upload into DMS.





July 21, 2025

Training and Development Updates



Overview:

- Recordkeeper Job Aids
- TxDOT.gov external web updates
- Job Responsibilities review
- SM Checklist Events, Key & Critical Dates
- Training Matrix
- CON320 Bootcamps
- Participation through contributions
- Communication channels

RKP Job Aids: Collaborative Success



- 21 + job aids co-created since May 2024
- Based on the Construction Project Management Job Duties – specifically for the recordkeeper
- Designed to break down tasks with step-by-step guidance
- Focused on CST application practices and standards
- Developed with input from subject matter experts and workgroups

Acknowledgment

A big thank-you to all volunteers who contributed their expertise and helped ensure quality tools for all Recordkeepers!

Example of Job Aid

OJT Monitoring and Recordkeeper Job Aid

Construction Division

Construction Recordkeeper Job Aid

Overview

On-the-Job Training Program has been established in accordance with U.S. DOT regulations to ensure training and skill-improvement opportunities are provided on Federal construction contracts under Special Provision in all TxDOT Federal-aid construction contracts that were effective with the January 2014 state letting.

TxDOT's Civil Rights Division will notify every contractor selected for participation in the program at the beginning of each calendar year and advise them of the number of trainees they are expected to support. Participating contractors must enroll, train and graduate a number of trainees sufficient to meet their assigned annual trainee goal.

The goal of this document is to guide the Recordkeeper how to monitor for compliance, review, and verification that OJT participation is submitted and accounted for correctly.

Applications Used

TxDOT DMS, (Internal Crossroads webpage)

Forms

Form 2764, "OJT Enrollment Form"

Form 2220, "Labor Standards Review"

Resources

- Construction Contract Administration Manual (CCAM), Chapter 15, Section 2, "On-the-Job Training"
- Civil Rights Division (CIV) On-the-Job Training SharePoint page (**Note:** internal access only)
- Special Provision to Item 930, "On-the-Job Training Program," included in the contract
- Civil Rights program (CIV) On-the-Job Training external webpage on TxDOT.gov (additional funding)

On-the-Job Training (OJT)

CIV will notify contractors selected for participation in the OJT program.

Contractors must submit all OJT data through TxDOT's DMS portal. OJT progress reports should be submitted monthly, on the 10th of the following month, through DMS.

Use the steps on the following pages to access and review the reports.

OJT Monitoring and Compliance 06/10/2019 | 1

Construction Recordkeeper Job Aid

OJT Monitoring and Compliance



1. Each compliance officer listed in DMS will receive an email alert when the prime submits OJT hours for a participant in DMS.

2. Log into the TxDOT DMS Portal and follow the steps for authentication.

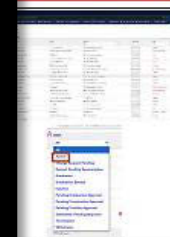
3. On the home screen, click **View** on the left-hand navigation to bring up the menu.

Click on OJT.

4. Make sure "Only show records assigned to you" is unchecked, then click on the Trainee List tab.

OJT Monitoring and Compliance 06/10/2019 | 2

Construction Recordkeeper Job Aid



5. The list will include all OJT participants of all statuses (Active, terminated, graduated, etc.) **Note:** DMS does not list the prime contractor or the CSI on this screen, only participant names.

6. To minimize the list, filter for Active participants.

7. After locating the participant, click **View** next to their name to bring up all information for the individual, including training reports submitted.

OJT Monitoring and Compliance 06/10/2019 | 3

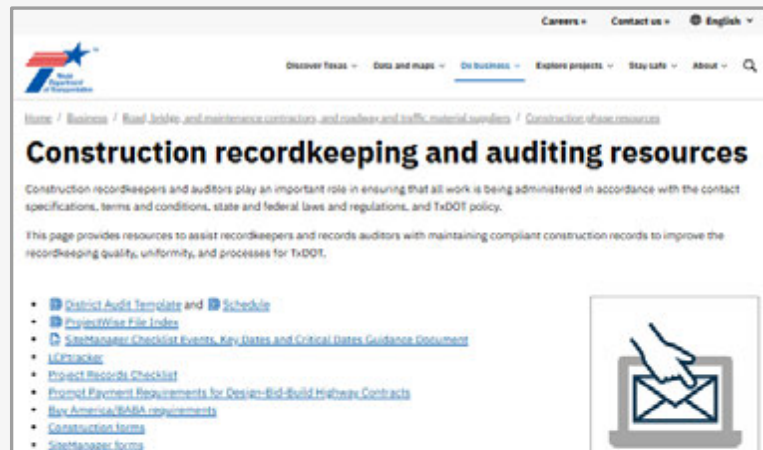
Accessing Job Aids

- TxDOT.gov – Do Business- road-bridge-maintenance-Construction phase —




NEW

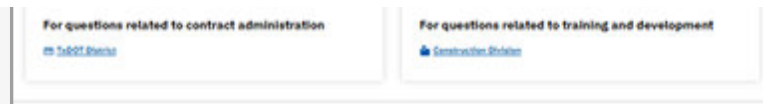
Construction recordkeeping and auditing resources

- Crossroads CST – Recordkeeper Development page
- Also shared with the Directors of Construction



Training resources

- 2024 Annual Recordkeeper Meeting  [slides](#) and  [Q&A](#)
-  [ProjectWise file index presentation](#)
- [Instructional videos related to recordkeeping responsibilities](#)
- [Job aids](#)
- CEI SiteManager Training slides (pending)



Job Duties Document

	Recordkeeper (RKP)	Inspector	Project Manager (PM)
Topic	Ensures contract documentation is in compliance	Ensure contractor field work is in compliance	Ensures contract documentation and field work is in compliance
Overweight Construction Traffic Submittals and Approvals (CCAM Chapter 4.5; Spec Book Article 7.36)	Receives submittals Shares with project staff Files documentation	Review submittals	Review submittals
Construction Equipment Operating on Structures or Materials Stored on Structures Plans and Approvals (CCAM Chapter 4.5; Spec Book Article 7.36)	Receives submittals Shares with project staff Files documentation	Review submittals	Review submittals
Contractor Evaluation (CST)	Provide supporting documentation from project files for contractor evaluation; provide feedback to AE	Provides supporting documentation; provide feedback to AE	Provides supporting documentation; provide feedback to AE
Design (as identified in SM) Project Eval	Provides documentation from project files	Provides supporting documentation; provide feedback to AE	Provides supporting documentation; provide feedback to AE
Supplemental Estimate (after Final)	Create payment Generate the supplemental estimate Approve RK level Documentation to file for payment Negative Estimate Processing (if needed)		Provide supporting documentation

Page 18 of 18

Project Management Job Duties
CST 05/2024

This document serves as:

- A baseline reference for RKP responsibilities
- A foundation for targeted training resources
- A tool for aligning training with real-world duties

SiteManager Checklist Events, Key & Critical Dates



Purpose: Provides entries of important dates in the life of a contract, a project management tool in documenting and tracking vital records and activities.



Guidance: Minimum data entries, outlines the policy requirements for SM entries, supporting compliance through to final closeout.



Updates: Date Time Charges Begin was moved from Checklist Events to a Key Date. DBE/HUB Final Clearance Date is added as a Key Date.



System Revisions: March 2025, SM will identify Checklist Events and Key Dates not referenced as OBSOLETE, allowing be utilized on Districts discretion.

Training Matrix

ProjectWise Training

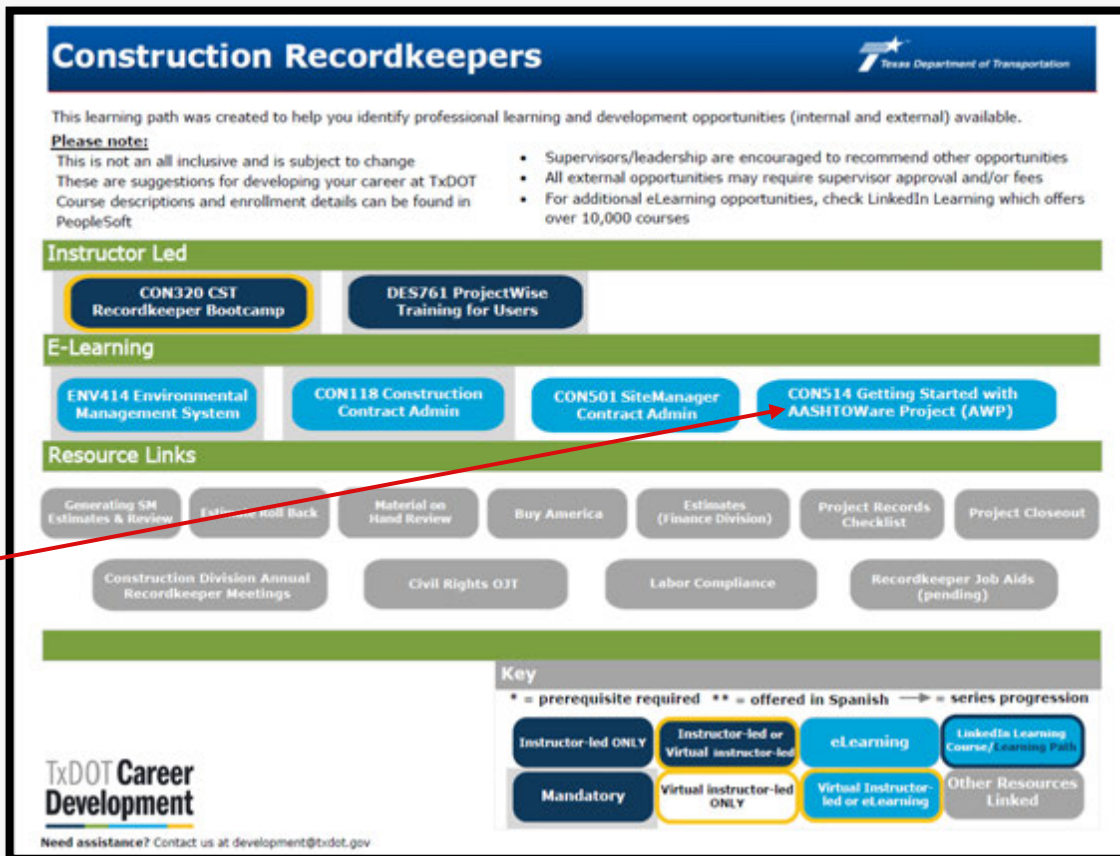
Environmental Management System

Construction Contract Administration

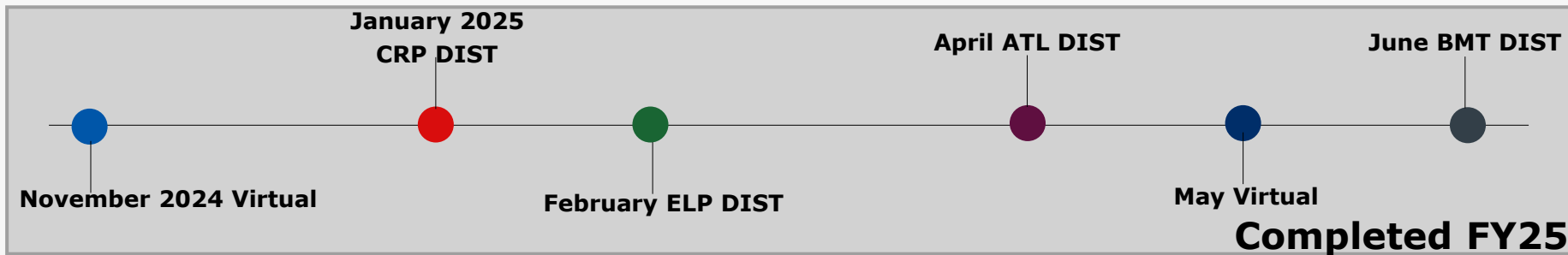
AASHTOWare's SiteManager

*Getting Started with Project Intro to APCM

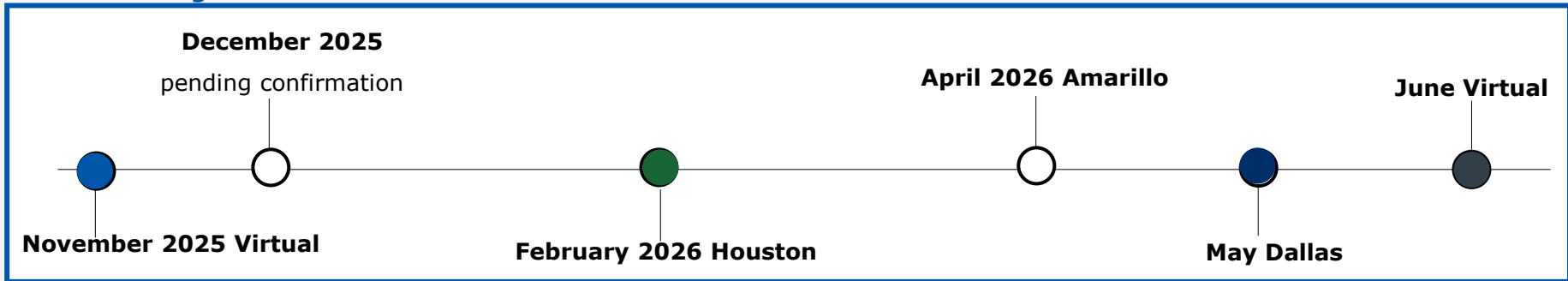
Additional training presentations links



CON320 Recordkeeper Bootcamps Timeline



FY26 Projected



Progress through Contributions

Ways to Contribute

Participation in workgroups

Submitting existing checklists
and best practices

Provide feedback on job aids

Volunteer as an adjunct
instructor

Why it Matters

Allows cross-referencing with CCAM &
internal guidelines while demonstrating
practical application

Strengthens collective resources

Ensures accuracy and usability

Supports peer-to-peer knowledge
sharing

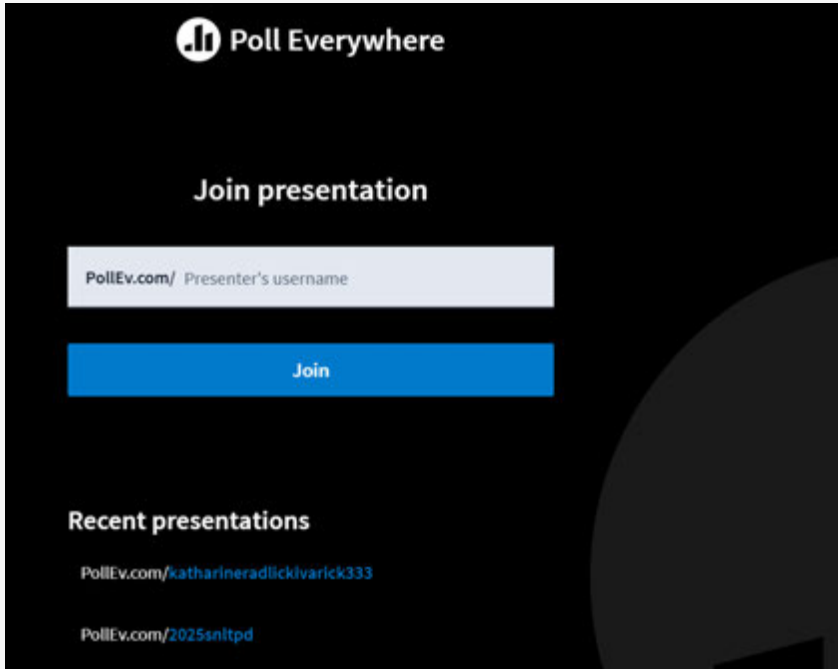
TxDOT Training and Development
Community of Practice

Communications

- Recordkeepers distribution list “ [#ConstructionRecordKeepers-Auditors@txdot.gov](#) ”
 - to be added to group - request ticket through **TxDOTNow**
- New feature: **Subscribe** Recordkeeping and auditing resources page on TxDOT. gov
 - receive update notification for links
- CST Training and Development email
 - CST_Training@txdot.gov



Annual Recordkeeper Meeting Preference for 2026



Poll Everywhere

Join presentation

PollEv.com/ Presenter's username

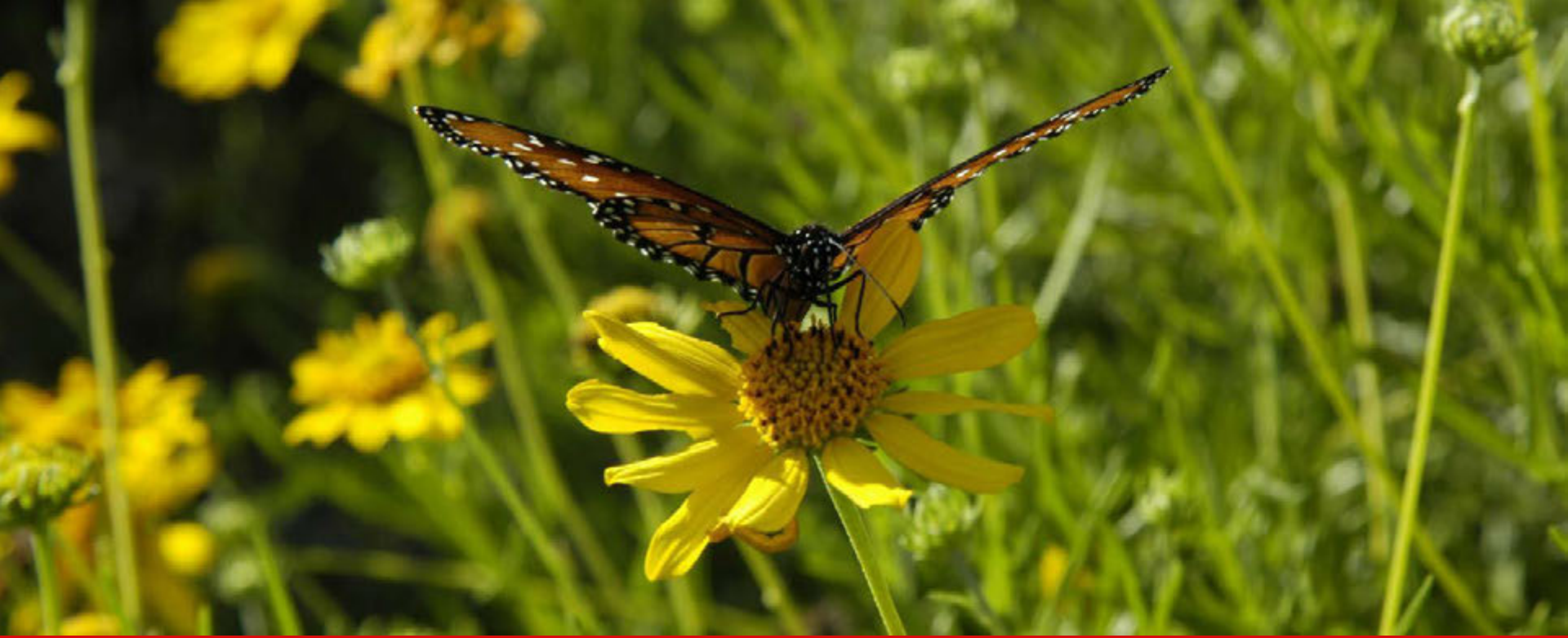
Join

Recent presentations

PollEv.com/katharineradlickivarick333

PollEv.com/2025snltpd

- Three questions on preferences
- Comment is optional



Form Updates & 2026 CCAM Major Updates

By CST – Construction Support



July 21, 2025

Form Updates

October 2024 – Email sent to #construction recordkeepers-auditors & #DOC

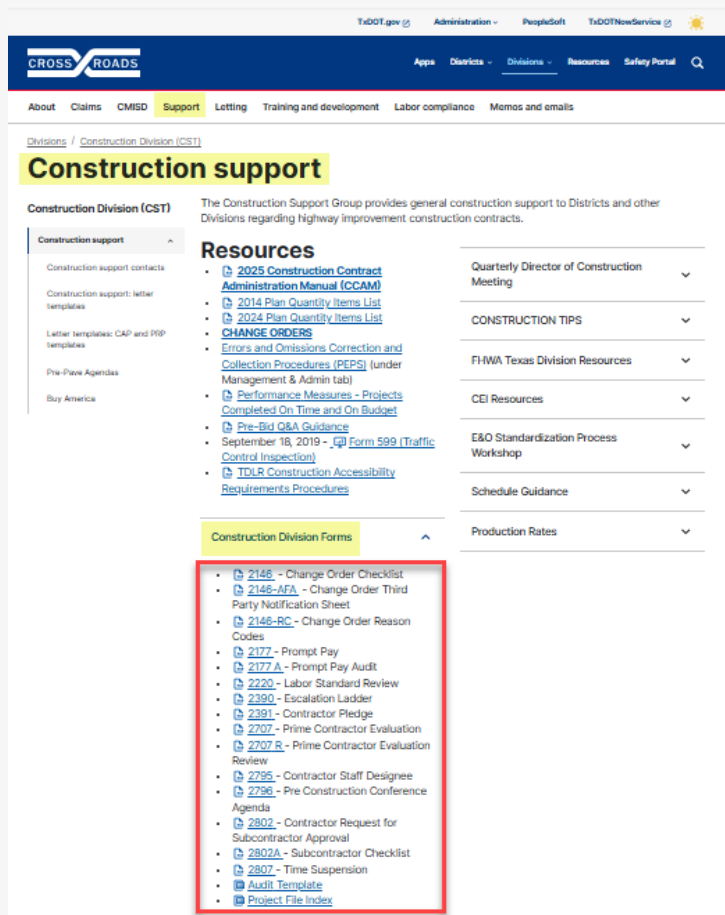
All forms managed by CST Construction Support are posted to CST's Construction Support website on Crossroads

Good Morning All,

There have been various issues reported with the recent change of CST forms into web adaptive forms both on the internal and external websites.

Please visit [Construction support](#) page to access current CST forms. Be aware that some forms will open directly and allow input while others will require a download.

Please let us know if we can be of further assistance.



The screenshot shows the Crossroads website interface. At the top, there's a navigation bar with 'CROSSROADS' and links for 'Apps', 'Districts', 'Divisions', 'Resources', and 'Safety Portal'. Below this, a secondary navigation bar includes 'About', 'Claims', 'CMISD', 'Support', 'Letting', 'Training and development', 'Labor compliance', and 'Memos and emails'. The main content area is titled 'Construction support' and features a list of resources on the right and a list of forms on the left. The forms list is highlighted with a red box.

Construction support

The Construction Support Group provides general construction support to Districts and other Divisions regarding Highway improvement construction contracts.

Resources

- 2025 Construction Contract Administration Manual (CCAM)
- 2014 Plan Quantity Items List
- 2024 Plan Quantity Items List
- CHANGE ORDERS
- Errors and Omissions Correction and Collection Procedures (PEPS) (under Management & Admin tab)
- Performance Measures - Projects Completed On Time and On Budget
- Pre-Bid Q&A Guidance
- September 18, 2019 - Form 599 (Traffic Control Inspection)
- TOLR Construction Accessibility Requirements Procedures

Construction Division Forms

- 2146 - Change Order Checklist
- 2146-AFA - Change Order Third Party Notification Sheet
- 2146-RC - Change Order Reason Codes
- 2177 - Prompt Pay
- 2177-A - Prompt Pay Audit
- 2220 - Labor Standard Review
- 2390 - Escalation Ladder
- 2391 - Contractor Pledge
- 2707 - Prime Contractor Evaluation
- 2707-R - Prime Contractor Evaluation Review
- 2795 - Contractor Staff Designee
- 2796 - Pre Construction Conference Agenda
- 2802 - Contractor Request for Subcontractor Approval
- 2802A - Subcontractor Checklist
- 2807 - Time Suspension
- Auxiliary Template
- Project File Index

Quarterly Director of Construction Meeting

CONSTRUCTION TIPS

FHWA Texas Division Resources

CEI Resources

E&O Standardization Process Workshop

Schedule Guidance

Production Rates

Form Updates

- Form 2802 Subcontractor Request for Approval

-removed "Unknown" from DBE portion

Is the Subcontractor a DBE, HUB, or SBE Subcontractor? ☐ Yes ☐ No


If yes, please indicate RC or RN²: ☐ RC ☐ RN Type of Certificate:

- Added "Mobilization" deduction

-per 2024 Specifications

Subtotal Amount this Subcontract	<input type="text"/>
Specialty Item Deduction ⁴	<input type="text"/>
Mobilization Deduction ⁴	<input type="text"/>

- *NEW* Form 2802A Subcontractor Checklist
- required documents in the subcontractor agreement



Subcontractor Checklist

Equivalent formats must include the required information shown herein.

Form 2802A
(Rev. 6/23)
Page 1 of 1

CSJ: Subcontractor: Sub #:

Use this checklist to ensure the required documents are included in the subcontract agreement. Refer to the Construction Contract Administration Manual (CCAM), Chapter 10, Section 3.

For Federally Funded Projects, all DBE and one non-DBE fully executed subcontract(s) are to be collected at the beginning of the project. Request one additional non-DBE fully executed subcontract for review prior to the scheduled interim audit.

For State Funded Projects, fully executed contract(s) are not required to be submitted. If there are any concerns regarding the performance or validity of a subcontractor, the department may conduct a review and can use this checklist as part of that review.

Select either Federal or State Funded and complete the section below.

☐ Federally Funded

- ☐ FHWA-1273 (current version)
- ☐ Wage Rates (projects over \$2,000.00, may be included in FHWA-1273)
- ☐ Standard Specification and Special Provisions (if applicable) to Article 9.9
- ☐ Special Provision to Item 000-001 Nondiscrimination
- ☐ Special Provision to Item 000-002 Certification of Nondiscrimination in Employment
- ☐ Special Provision to Item 000-007 Cargo Preference Act Requirements in Federal-Aid Contracts
- ☐ Special Provision to Item 000-022 Disadvantaged Business Enterprise in Federal-Aid Contracts

☐ State Funded

- ☐ Standard Specification and Special Provisions (if applicable) to Article 9.9
- ☐ Special Provision to Item 000-001 Nondiscrimination
- ☐ Special Provision to Item 000-005 Special Labor Provisions for State Projects
- ☐ Special Provision to Item 000-019 Small Business Enterprise in State Funded Projects

Notes:

Reviewers:

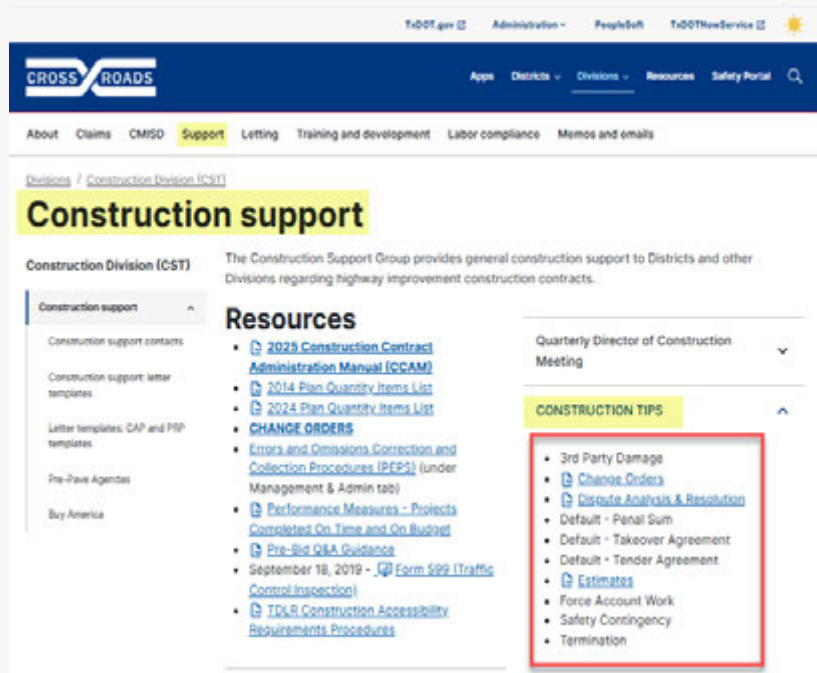
Date of Review:

Date submitted to DCO:

Date approved in SM:

CONSTRUCTION TIPS

CST has created simplified versions of various contract administration processes known as CST TIPS



Construction support

The Construction Support Group provides general construction support to Districts and other Divisions regarding highway improvement construction contracts.

Resources

- 2023 Construction Contract Administration Manual (CCAM)
- 2014 Plan Quantity Items List
- 2024 Plan Quantity Items List
- CHANGE ORDERS
- Errors and Omissions Correction and Collection Procedures (EOPC) (under Management & Admin tab)
- Performance Measures - Projects Completed On Time and On Budget
- Pre-Bid Q&A Guidance
- September 18, 2019 - Form 599 (Traffic Control Inspection)
- TDLR Construction Accessibility Requirements Procedures

CONSTRUCTION TIPS

- 3rd Party Damage
- Change Orders
- Dispute Analysis & Resolution
- Default - Penal Sum
- Default - Takeover Agreement
- Default - Tender Agreement
- Estimates
- Force Account Work
- Safety Contingency
- Termination

CONSTRUCTION TIP: DISPUTE ANALYSIS AND RESOLUTION



Purpose

This document is intended to provide guidance to the Districts and Divisions in analyzing and resolving construction contract disputes.

CONSTRUCTION TIP: Change Orders



CONTENT

- Reason for Change Orders
- Developing and Processing Change Orders

CONSTRUCTION TIP: Estimates



Purpose

This document is intended to provide additional steps and guidance to the Districts for processing construction estimates. Refer to the Construction Contract Administration Manual (CCAM) and the Site Manager Construction Contract Administration User Manual for additional information.

Monthly Progress Estimate

Prepare a monthly estimate in accordance with the contract as specified in Article 9.5, "Progress Payments", of the Standard Specifications. According to State Statute Title 6, Sec 223.048, the department may not pay a contractor for highway improvement, construction, or maintenance before the 10th day of the month after the month in which the work is performed or the material is used. The Accounts Payable Section of the Financial Management Division (FIN) determines and notifies the districts (via email) of the monthly estimate deadline.

Semiannual ProjectWise Review

- Per MAP 1.1 of the Construction Project Management Recordkeeper Development Audit, CST will review the folder structure and use of ProjectWise semiannually
- Effective with January 2024 let projects
- First review memo (Jan 2024 through June 2024) was sent to DOCs on 2/18/2025
- Second review memo (July 2024 through December 2024) to be sent before the end of July 2025

Reminder: original folder structure should not be altered or modified; Additional folders can be added to the following:

- 1.1 for AFA
- 1.3 Subcontracts
- 2.3 DBE
- 2.7 General Correspondence
- 4. Estimates
- 5. Change Orders
- 6.1 Pay Item Support
- 6.2 Materials (Bulk Material & Form 2806)
- 6.3 Schedules (TIA and monthly updates)
- 6.4 RFI
- 6.5 Meetings
- 6.6 Shop Drawings

Semiannual Monitoring of SiteManager Event Dates

- Per MAP 1.2 of the Construction Project Management Recordkeeper Development Audit, CST will monitor the SiteManager Checklist Events, Key Dates and Critical Dates
- Effective with September 2024 let projects
- First memo (September 2024 through February 2025) sent to DOCs on 7/7/2025
- Refer to the [SiteManager Checklist Events Key Dates Critical Dates Guidance Document](#) for current requirements.

REMINDERS....

- ❖ Excel Report based on the ACTUAL DATE entry
- ❖ Filter the data by District, CSJ
- ❖ Currently an internal Tableau Report - plan to make public in the future

Issues with Event Dates

☐ **Time Charges Begin**

- was previously a **Checklist Event** entry
- now identified as **Obsolete Time Charges Begin**
- now a new **Key Date** entry

PROBLEM: Certain SiteManger Reports were not populating the **Time Charges Begin** date

SOLUTION: CST Guidance is to enter both the Checklist and Key Date entry in SiteManager

☐ **Performance Interim Contractor Evaluation**

- is a New **Checklist Event** entry to record evaluations that are not the annual entry
- create the event at activation

PROBLEM: Event listed as "if applicable" in the guidance document

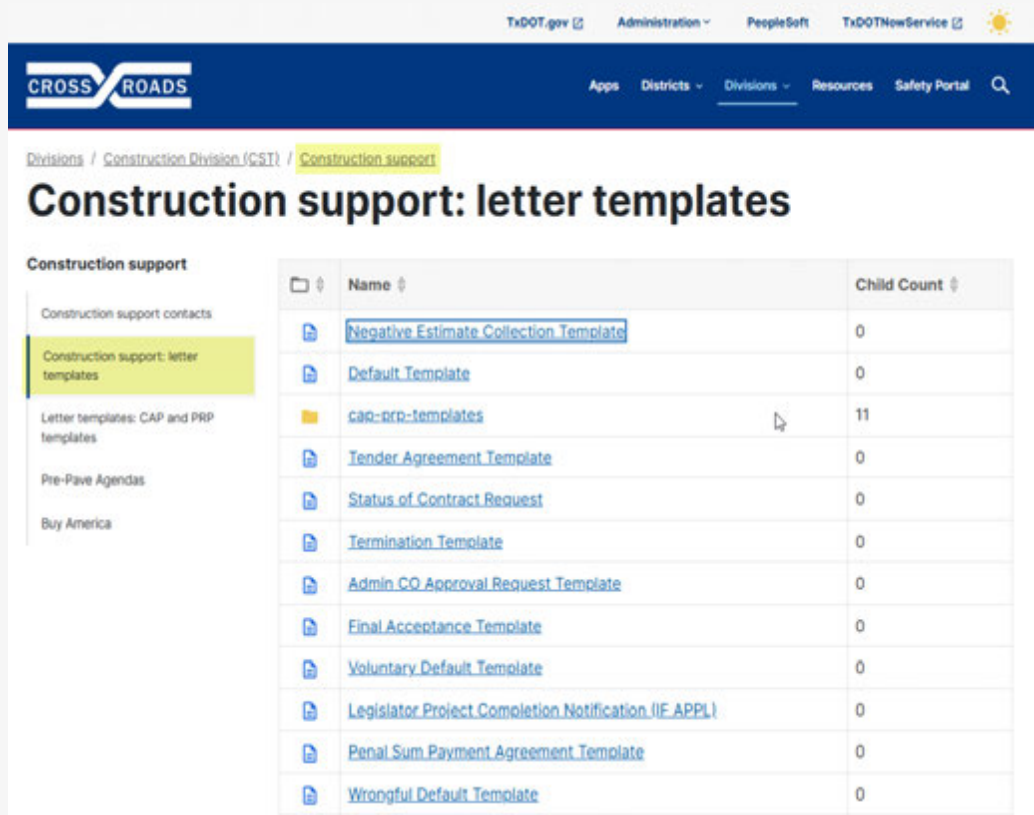
SOLUTION: CST Guidance is to create the checklist event as a ONE TIME ENTRY with a projected date of one year out; if not used or needed at the one-year checkpoint, enter the current actual date with a notation in the comments section.

Letter Templates

Please refer to the [Construction Division Support](#) page for a list of the current letter templates available to download.

Official CST templates for statewide use.

Send questions to CST-ConstructionSupport@txdot.gov



The screenshot shows the CROSSROADS portal interface. The top navigation bar includes links for TxDOT.gov, Administration, PeopleSoft, and TxDOTNewService. The main header displays the CROSSROADS logo and navigation tabs for Apps, Districts, Divisions, Resources, and Safety Portal. The breadcrumb trail indicates the current location: Divisions / Construction Division (CST) / Construction support. The page title is 'Construction support: letter templates'. On the left, a sidebar lists 'Construction support contacts', 'Construction support: letter templates' (highlighted), 'Letter templates: CAP and PRP templates', 'Pre-Pave Agendas', and 'Buy America'. The main content area features a table of letter templates.

Name	Child Count
Negative Estimate Collection Template	0
Default Template	0
cap-prp-templates	11
Tender Agreement Template	0
Status of Contract Request	0
Termination Template	0
Admin CO Approval Request Template	0
Final Acceptance Template	0
Voluntary Default Template	0
Legislator Project Completion Notification (IE APPL)	0
Penal Sum Payment Agreement Template	0
Wrongful Default Template	0

Construction Contract Administration Manual (CCAM)



CCAM - Overall Changes

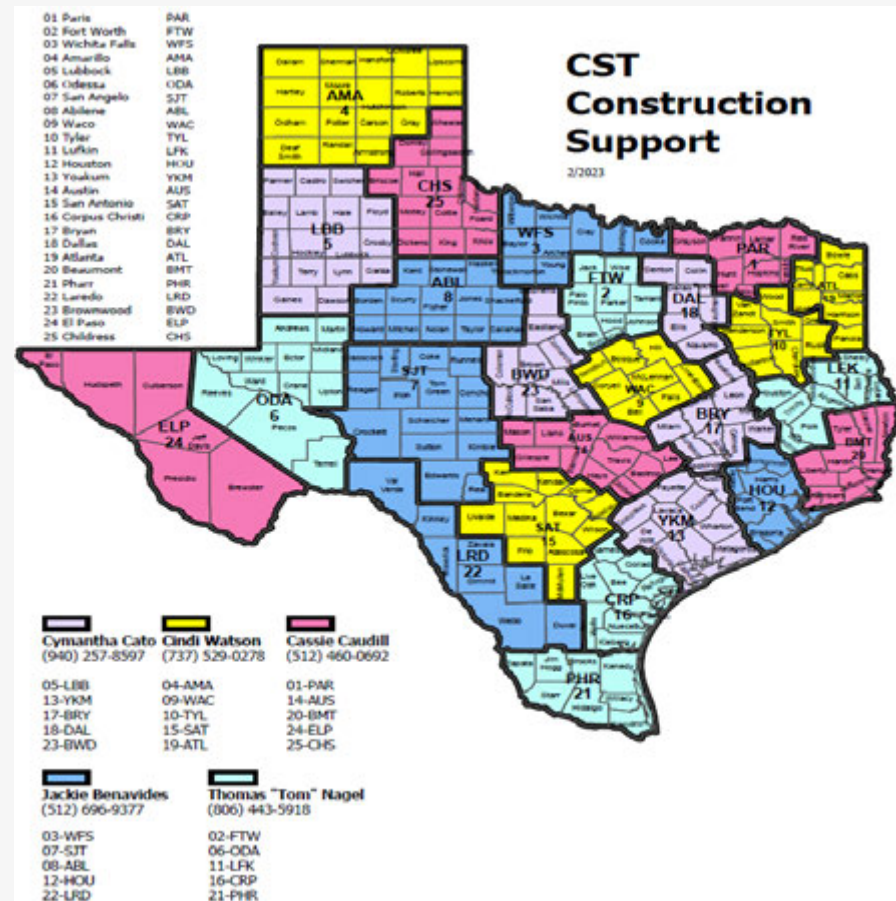
- Project Activations
- Change Orders
- Iron and Steel Classifications
- Estimates and Tips
- Prompt Payment
- DBE Goal and Coordination with CIV Final Clearance
- Small Business Programs/Disadvantaged Business Programs



CST Support Group

cst-constructionsupport@txdot.gov

512-416-2575



Final Questions?

