



Construction Division (CST) Training Session State Let Construction and State Let Maintenance Contracts

Welcome and Introductions



- **Michelle Casellas**
 - **CST, Contracts Specialist**
- **Scott Myricks**
 - **CST, Contracts Specialist**
- **Sahar Safabakhsh**
 - **CST, Contracts Specialist**

Welcome and Introductions



November 14, 2025



Contract Processing

State Let Construction and Maintenance Contracts



November 14, 2025

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Texas Transportation Commission Meeting

- Pursuant to Transportation Code, Chapter 223, Subchapter A, and Title 43, Texas Administrative Code, Chapter 9, Subchapter B, the Texas Department of Transportation (department) solicited and received sealed competitive bid proposals for improvement of the State Highway System, which are publicly opened and read
- Pursuant to cited code provisions highway improvement contract bids on a project may be accepted or rejected, but if accepted must be awarded to the lowest bidder
- The Commission dates are posted on the TxDOT website: [Commission meeting dates and agendas](#)
- A livestream starts 10 minutes before the meeting [Texas Department of Transportation](#)



Texas Transportation Commission Meeting cont.

- The TXDOT website is updated with the Commission's decision to Award, Reject or Defer the current month's State Let projects
- Upon the commission's decision an email will be sent to all awarded contractors to notify a contract has been mailed to the contractor's address on file via FedEx except for:
 - Pending Union Pacific Railroad Right of Entry (ROE) or Maintenance Consent Letter (MCL)
 - Conditional Award (third party participation)
 - The district will provide a Notice of Financial Clearance Form
- All State Let awarded contracts and required documents are due back within 15 calendar days as shown on the award letter
- Rejection letters are printed and mailed to contractor(s)
- Deferred projects will be held until the next commission meeting

Quality Assurance (QA) of Incoming Contracts

The Contract Processing Team performs QA checks on received contracts for accuracy, completeness, and required documentation

- Signature page & SAM's Review
- Performance and Payment Bonds
- Warranty Bonds
- Business Ownership
- Form 1295

Signature Page and System for Award Management (SAM's) Review

- Contractor's printed name, signature, title and date are present on the signature page
 - Contractor is listed as an authorized signer
 - Must be the same authorized signer(s) for all three documents (signature page, performance and payment bonds)
 - The signatures must match exactly what was identified during the prequalification paperwork denoting the authorized signers on behalf of the company
 - Printed name must accompany all signatures
 - To add an authorized signer, contact CST_prequalification@txdot.gov
 - Stamp signatures are NOT acceptable
 - The Business Ownership and 1295 can be signed by different authorized signers
- Sam's Review
 - Contract Company
 - Authorized signer's

Signature Page

CONTRACT NO. _____
COUNTY _____

The Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The contractor agrees that any payments owing under this contract will be applied towards the debt or delinquent taxes owed to the state until the debt or delinquent taxes are paid in full.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the performance of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

STATE OF TEXAS
Party of the First Part

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

By _____ Date _____
DUANE S. MILLIGAN, P.E., DIRECTOR, CONSTRUCTION DIVISION

(Typed, Printed or Stamped Name and Title)

RECOMMENDED FOR EXECUTION:

Collusive bidding is a violation of the ethical conduct required of all business enterprises doing business with this department and is therefore sanctionable under Chapter 16 of Title 43 of the Texas Administrative Code. By signing this contract, you certify that no one in your business organization has colluded with another to benefit the business or its employees, directly or indirectly, in a way that adversely affects competitive bidding in connection with this, or any other department contract.

CONTRACTOR
Party of the Second Part

By: _____ (Signature) _____ (Date)

(Printed Name) (Title)

By: _____ (Signature) _____ (Date)

(Printed Name) (Title)

Performance and Payment Bonds (1)

- The bond(s) in the contract must be executed by a corporate Surety company (signature, date and embossed corporate seal)
 - Surety company is authorized to write Fidelity and Surety Bonds for public works in the State of Texas
 - Surety must be listed in the current issue of the Federal Register Dept. of Treasury list
 - Have adequate bonding capacity for the size of the contract.
 - Surety must execute bonds in Ink.
- The Surety may date bonds and Powers of Attorney
 - Cannot be dated past the due date of the contract
 - Powers of Attorney, showing that the Surety's officer or attorney in fact has the authority to sign the bonding obligations
 - In addition, the surety must attach a Bond Claim Notice.
- Corporate seal of the Surety must be embossed on all bonds and the Powers of Attorney
 - Water seals and stamp facsimile are not acceptable.

Performance and Payment Bonds (2)

PERFORMANCE BOND

CONTRACT NO. _____
COUNTY _____
BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS:
That we _____ as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with a sum not greater than _____ Dollars _____, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said principal is required before commencing the work provided for in said contract to execute a bond in the amount of said contract.

Now, therefore, the condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and contract documents as provided in said contract aforesaid, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of the Principal's default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond. The surety(s) does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract or to the work or to the Specifications, unless otherwise specified in the contract.

WITNESS our hand this, _____ day of _____, 20 ____.

PRINTED Name
*By: _____
(Signature) (Title)

PRINTED Name
*By: _____
(Signature) (Title)

SURETY (Print Firm Name and Seal)
*By: _____
(Title)

SURETY (Print Firm Name and Seal)
*By: _____
(Title)

SURETY (Print Firm Name and Seal)
*By: _____
(Title)

*Note: A Power of Attorney, showing that the surety officer or Attorney-in-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.
This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

PAYMENT BOND

CONTRACT NO. _____
COUNTY _____
BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS:
That we _____ as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with an amount no greater than _____ Dollars _____, lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said Principal is required before commencing the work provided for in said contract to execute a bond in the amount of said contract solely for the protection of all claimants, as defined by the Texas Government Code Title 19, Chapter 2253, or successor statutes, in the prosecution of the work provided for in said contract supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract, for the use of each such claimant.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully make payment to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the Surety(s) being hereby waived, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

WITNESS our hand this, _____ day of _____, 20 ____.

PRINTED Name
*By: _____
(Signature) (Title)

PRINTED Name
*By: _____
(Signature) (Title)

SURETY (Print Firm Name and Seal)
*By: _____
(Title)

SURETY (Print Firm Name and Seal)
*By: _____
(Title)

SURETY (Print Firm Name and Seal)
*By: _____
(Title)

*Note: A Power of Attorney, showing that the surety officer or Attorney-in-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.
This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

Performance and Payment Bonds (3)

- Contracts greater than \$100,000
 - Performance bonds are not required for contracts under \$100,000
 - Payment bonds are not required for contract under \$25,000
- Maintenance Materials Contracts (MMC) and Traffic Materials Contracts (TMC)
 - 2024 Spec Book, Item 10

Warranty Bonds

- Warranty bonds are identified in the proposal by Special Specification 6064 and 6065
 - Contractor's and Manufacturer's Warranty Bonds will be mailed with the contract documents
 - Only one bond is required for the contract to be executed
- Contractor's Warranty bond will be signed
 - Contractor's authorized signer and surety's Attorney-In-Fact
- Manufacturer's Warranty bond will be signed
 - Contract's authorized signer and the manufacturer's Surety Attorney-In-Fact
- Both bonds will follow the same surety criteria for performance and payment bonds

Warranty Bonds cont.

CONTRACTOR'S WARRANTY BOND	CONTRACT NO.	
	COUNTY	
	BOND NO.	

KNOW ALL PERSONS BY THESE PRESENTS: That we, [REDACTED], contractor for Multipolymer Pavement Markings, as Principal, and the other undersigned, as Surety, are held and firmly bound unto the State of Texas, as Obligor, in the penal sum of [REDACTED] Dollars \$[REDACTED], lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden Principal has provided Multipolymer Pavement Markings for the foregoing contract entered into between [REDACTED] and the Obligor, attached hereto; and

Whereas, the Principal is required to protect the Obligor against any defects resulting from faulty Multipolymer Pavement Markings installed under said contract for the warranty period as specified in the Contract beginning the day after written acceptance.

Now, therefore, the condition of this obligation is such that if the above bounden principal, its heirs, successors, executors, and administrators shall promptly and faithfully carry out and perform the warranty as provided in said contract, and shall, within fifteen days of due notice, replace any installed Multipolymer Pavement Markings that may fail to meet Obligor's evaluation as provided for in the Contract during the period specified above or shall pay over, make good, and reimburse to the said Obligor all loss and damage that said Obligor may sustain by reason of failure or default of said Principal so to do, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further that the end of a warranty period shall not relieve Principal from its obligation to correct deficiencies requiring corrective action, so long as those deficiencies are identified during the warranty period.

WITNESS our hand this, _____ day of _____, 20____.

 **SURETY (Print Firm Name and Seal)
 By: _____ (Contractor Officer)

 By: _____ (Title)
 By: _____ (Contractor Officer)

 **SURETY (Print Firm Name and Seal)
 By: _____ (Title)
 By: _____ (Title)

Note:
 ** Attach a Power of Attorney showing that the surety officer or Attorney-in-Fact has authority to sign this obligation; the Power of Attorney and bond must be impressed with the corporate seal. The surety must be a US Treasury listed company and provide notification information.

MANUFACTURER'S WARRANTY BOND	CONTRACT NO.	
	COUNTY	
	BOND NO.	

KNOW ALL PERSONS BY THESE PRESENTS: That we, [REDACTED], manufacturer of Multipolymer Pavement Markings as Principal, and the other undersigned, as Surety, are held and firmly bound unto the State of Texas, as Obligor, in the penal sum of [REDACTED] Dollars \$[REDACTED], lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden Principal has provided Multipolymer Pavement Markings to [REDACTED] for the foregoing contract entered into between [REDACTED] and the Obligor, attached hereto; and

Whereas, the Principal is required to protect the Obligor against any defects resulting from faulty Multipolymer Pavement Markings installed under said contract for the warranty period as specified in the Contract beginning the day after written acceptance.

Now, therefore, the condition of this obligation is such that if the above bounden principal, its heirs, successors, executors, and administrators shall promptly and faithfully carry out and perform the warranty as provided in said contract, and shall, within fifteen days of the notice, replace any installed Multipolymer Pavement Markings that may fail to meet Obligor's visual evaluation as provided for in the Contract during the period specified above or shall pay over, make good, and reimburse to the said Obligor all loss and damage that said Obligor may sustain by reason of failure or default of said Principal so to do, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further that the end of a warranty period shall not relieve Principal from its obligation to correct deficiencies requiring corrective action, so long as those deficiencies are identified during the warranty period.

WITNESS our hand this, _____ day of _____, 20____.

 (Manufacturer Name)

 **SURETY (Print Firm Name and Seal)
 By: _____ (Manufacturer Officer)

 By: _____ (Title)
 By: _____ (Manufacturer Officer)

 **SURETY (Print Firm Name and Seal)
 By: _____ (Title)
 By: _____ (Title)

Note:
 * Attach a Power of Attorney showing that the officer of the manufacturer has authority to sign this obligation.
 ** Attach a Power of Attorney showing that the surety officer or Attorney-in-Fact has authority to sign this obligation; the Power of Attorney and bond must be impressed with the corporate seal. The surety must be a US Treasury listed company and provide notification information.

Business Ownership Form

- Business Ownership form
 - Pursuant to Section 231.006 Family Code, the Department is required to collect the names and social security numbers of individuals owning 25% or more of the business entity awarded a contract.
 - Section 1, Name and full social security number of individuals owning 25% or more of the business.
 - OR Section 2, No individual owns 25% or more of the business
 - OR Section 3, A publicly traded business entity, including a wholly owned subsidiary of the business entity
 - Sent with the award letter
 - Filled out, dated and signed by an authorized signer

Business Ownership Form cont.



BUSINESS OWNERSHIP

Section 231.006, Family Code, requires the Department to collect the names and social security numbers of individuals owning 25% or more of the business entity awarded this contract.

1. In the spaces below please provide the names and social security numbers of individuals owning 25% or more of the business.

NAME	SOCIAL SECURITY NUMBER
_____	_____
_____	_____
_____	_____
_____	_____

2. Please check the box below if no individual owns 25% or more of the business.

☐ No individual owns 25% or more of the business.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purpose of responding to a request for information from an agency operating under the provisions of Parts A and D to Title IV of the federal Social Security Act (42 USC Section 601-617 and 651-699).

Under section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

The information must be provided and returned with the executed contract documents. Failure to furnish this information will result in the contract being declared in default and forfeiture of the proposal guaranty.

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 sections 552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

3. Please check the box below if the business entity named in this contract is a publicly traded business entity, including a wholly owned subsidiary of the business entity.

☐ A publicly traded business entity, including a wholly owned subsidiary of the business entity.

Signature _____ Date _____

Printed Name _____

IF THIS PROJECT IS A JOINT VENTURE, ALL PARTIES TO THE JOINT VENTURE MUST PROVIDE A COMPLETED FORM.

Texas Ethics Commission Form 1295 (Certificate of Interested Parties)

- Texas Ethics Commission Form 1295 (Chapter 2252, Subchapter Z of the Government Code)
 - Required for all contractors except for a publicly traded business entity, including a wholly owned subsidiary for the business entity, as indicated on section 3 of the business ownership form.
 - Completed on website: www.ethics.state.tx.us
 - Login or create an account
 - Unsworn Declaration completed and signed
 - Acknowledge on website

Texas Ethics Commission Form 1295 (Certificate of Interested Parties) cont.

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Execution of Contracts

Contracts requirements have been met, contracts will receive a final review for:

- Signatures
- Bond information
- Authorization to Begin Work (CST) and Execution Letters (MNT) are emailed to the districts
- If the contract was Conditionally Release or has an Administrative Letter due to pending railroad requirements
 - The letter will state “no work is to be performed within 50' of any railroad's operating track or tracks until our office has received all railroad documents in accordance with the Special Provision”.

Contract Processing Contacts

Team Lead – Griselda Martinez

Phone: 512-416-2440

Griselda.Martinez@txdot.gov

Abbie Rodriguez

Phone: 512-416-2540

Abigail.Rodriguez@txdot.gov

Michael Nguyen

Phone: 512-317-6455

Michael.Nguyen@txdot.gov

Michelle Casellas

Phone: 512-416-2438

Michelle.Casellas@txdot.gov

Contract Processing:

Phone: 512-416-2466

CST_Contracts@txdot.gov



Insurance Requirements

State Let Construction Contracts

State Let Maintenance Contracts and Local Let Maintenance



November 14, 2025

Table of Contents (Insurance Requirements)

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5 Insurance Classifications	13 Documenting Insurance
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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

Ezmera Estrada
Phone: 512-419-8106
EESTR2-C@txdot.gov

Nathan Hoang
Phone: 512-662-4452
Nathaniel.Hoang@txdot.gov

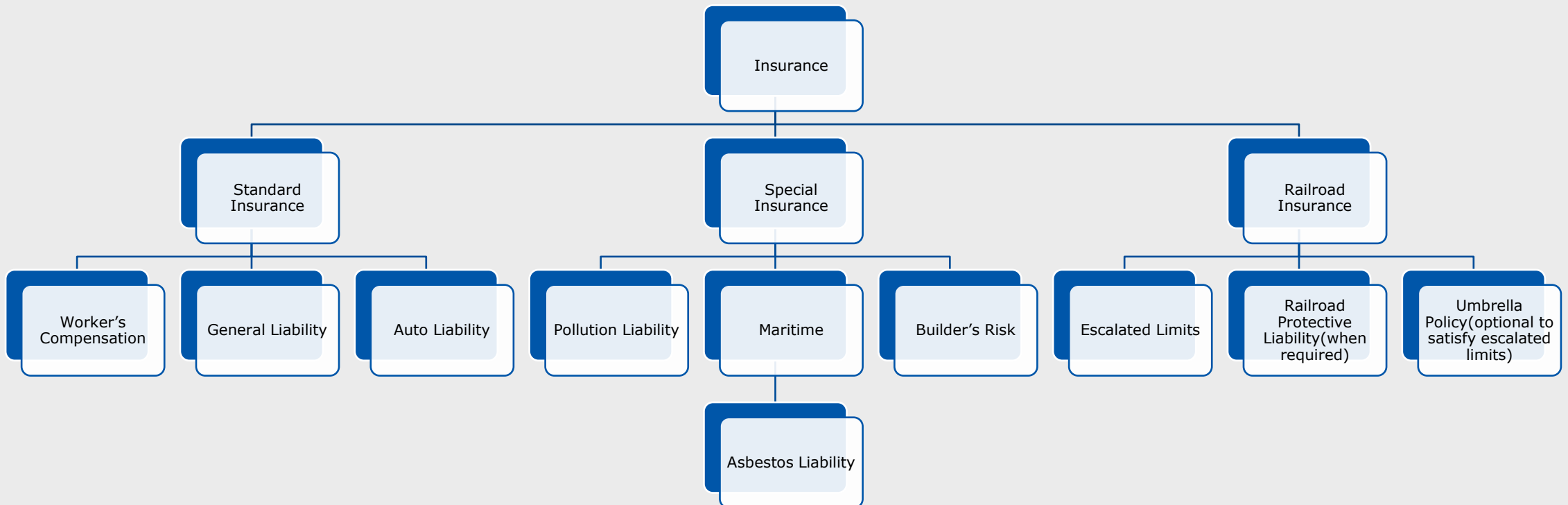
Team Lead- Michael Smith
Phone: 512-416-2425
Michael.Smith11@txdot.gov

E-Verify:
CST_Everify@txdot.gov

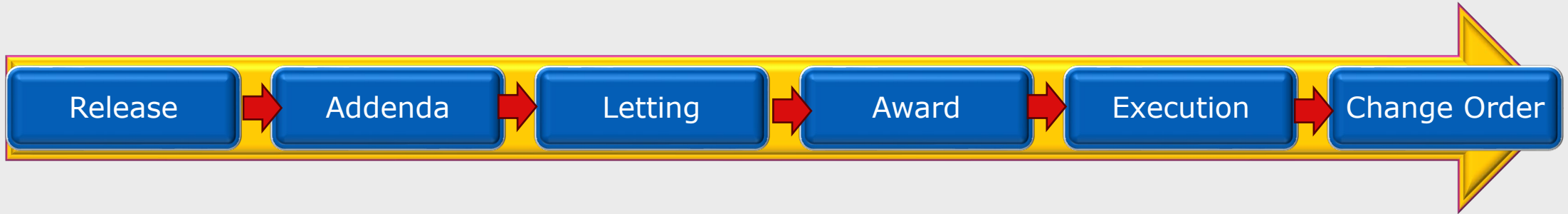
All Railroad Requirements:
CST_RR_Correspondence@txdot.gov

Contractor Insurance:
CST_Insurance@txdot.gov

Insurance Classifications



Release - Execution Lifecycle



2014 Spec Book Insurance Requirements

2014 Spec Book

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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 verifying the types and amounts of coverage shown in

2024 Spec Book

2024 Specifications

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-\$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 3.8, "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

003-017



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:

Table 2
Insurance Requirements

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
All Risk Builder's Risk Insurance	100% of Contract Price
Pollution Liability	Not Less Than: \$200,000

CST Accepts Form 1560 REV 7/2024 and Approved forms from Texas Department of Insurance



CERTIFICATE OF INSURANCE

Form 1560
(Rev. 07/24)
Previous editions of this form may not be used.
Page 1 of 2

Agents should complete this form by providing all requested information, then either 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: _____

Street/Mailing Address: _____

City/State/Zip: _____

Phone Number: () - -

WORKERS' COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: _____		Carrier Phone #: () - -	
Address: _____		City, State, Zip: _____	
Type of Insurance	Policy Number	Effective Date	Expiration Date
Workers' Compensation			Not Less Than: Statutory - Texas

COMMERCIAL GENERAL LIABILITY INSURANCE:

Carrier Name: _____		Carrier Phone #: () - -	
Address: _____		City, State, Zip: _____	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:
Commercial General Liability Insurance			Not Less Than: \$ 600,000 each occurrence

BUSINESS AUTOMOBILE POLICY:

Carrier Name: _____		Carrier Phone #: () - -	
Address: _____		City, State, Zip: _____	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:
Business Automobile Policy			Not Less Than: \$ 600,000 combined single limit

UMBRELLA POLICY (if applicable):

Carrier Name: _____		Carrier Phone #: () - -	
Address: _____		City, State, Zip: _____	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:
Umbrella Policy			

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 adopts the signature produced by the receiving fax machine as the sender's original signature.

Agency Name	Address	City, State, Zip Code
() - -		
Authorized Agent's Phone Number	Authorized Agent Original Signature	Date

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 §§552.021 and 552.023 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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).

PRODUCER	CONTACT NAME PHONE (A/C, H/L, EXT): FAX (A/C, H/L): E-MAIL: ADDRESS:
INSURED	INSURER(S) AFFORDING COVERAGE INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NO.	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [] PRO-JECT [] LOC [] OTHER []				
AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYEE OR PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N [] N/A			PER STATUTE [] OTHER [] E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER TEXAS DEPT. OF INSURANCE AUSTIN, TEXAS APPROVED MAY 14 2015	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Requirements for Form 1560

CERTIFICATE OF INSURANCE

Form 1560
(Rev. 07/04)
Previous editions of this form may not be used.
Page 1 of 2

Agents should complete this form by providing all requested information, then either 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: _____
Street/Mailing Address: _____
City/State/Zip: _____
Phone Number: () - -

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

Carrier Name: _____			Carrier Phone #: () - -	
Address: _____			City, State, Zip: _____	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Workers' Compensation				Not Less Than: Statutory - Texas

COMMERCIAL GENERAL LIABILITY INSURANCE:

Carrier Name: _____			Carrier Phone #: () - -	
Address: _____			City, State, Zip: _____	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Commercial General Liability Insurance				Not Less Than: \$ 500,000 each occurrence

BUSINESS AUTOMOBILE POLICY:

Carrier Name: _____			Carrier Phone #: () - -	
Address: _____			City, State, Zip: _____	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Business Automobile Policy				Not Less Than: \$ 500,000 combined single limit

UMBRELLA POLICY (if applicable):

Carrier Name: _____			Carrier Phone #: () - -	
Address: _____			City, State, Zip: _____	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Umbrella Policy				

Should any of the above described policies be canceled 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 adopts the signature produced by the receiving fax machine as the sender's original signature.

Agency Name _____ Address _____ City, State, Zip Code _____
() - -
Authorized Agent's Phone Number _____ Authorized Agent Original Signature _____ Date _____

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 §§552.021 and 552.023 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.

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

How CST Manages Insurance

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

CERTIFICATE OF INSURANCE Form 1560 (Rev. 7/24) Page 1 of 2
Previous editions of this form may not be used.

Agents should complete this form by providing all requested information, then either 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: [REDACTED]
Street/Mailing Address: [REDACTED]
City/State/Zip: [REDACTED]
Phone Number: (940) 228 - 4455

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

Carrier Name: Texas Mutual Insurance Company		Carrier Phone #: (800) 859 - 5995	
Address: PO Box 12059		City, State, Zip: Austin, TX 78711-2059	
Type of Insurance	Policy Number	Effective Date	Expiration Date
Workers' Compensation	[REDACTED]	1/22/2025	1/22/2026
		Limits of Liability:	
		Not Less Than: Statutory - Texas	

COMMERCIAL GENERAL LIABILITY INSURANCE:

Carrier Name: The Travelers Indemnity Company of America		Carrier Phone #: (800) 765 - 2015	
Address: One Tower Square		City, State, Zip: Hartford, CT 06183	
Type of Insurance	Policy Number	Effective Date	Expiration Date
Commercial General Liability Insurance	[REDACTED]	1/22/2025	1/22/2026
		Limits of Liability:	
		Not Less Than: \$600,000 each occurrence	

BUSINESS AUTOMOBILE POLICY:

Carrier Name: The Phoenix Insurance Company		Carrier Phone #: (800) 765 - 2015	
Address: One Tower Square		City, State, Zip: Hartford, CT 06183	
Type of Insurance	Policy Number	Effective Date	Expiration Date
Business Automobile Policy	[REDACTED]	1/22/2025	1/22/2026
		Limits of Liability:	
		Not Less Than: \$600,000 combined single limit	

UMBRELLA POLICY (if applicable):

Carrier Name:		Carrier Phone #: () -	
Address:		City, State, Zip:	
Type of Insurance	Policy Number	Effective Date	Expiration Date
Umbrella Policy			
		Limits of Liability:	

Should any of the above described policies be canceled 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 adopts the signature produced by the receiving fax machine as the sender's original signature.

Agency Name: [REDACTED] Address: [REDACTED] City, State, Zip Code: [REDACTED]
Authorized Agent's Phone Number: [REDACTED] Date: 1/17/2025

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 §§552.021 and 552.023 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 bld prior to December 31, 2011, Form 1560(ALT)(12/11) must be submitted.

B. For projects bld 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: 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

Save

General*

Work Capacity*

Addresses*

Contacts*

Affiliates*

Insurance*

Work Classifications*

Agency Views

Type search criteria or press Enter

Default (Active CSJ)

Showing 0 of 0

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 LIABILITY	AIX Specialty Ins Co		05/19/2026			

Insurance Type

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

Insurance Company

AIX Specialty Ins Co

Policy Number

Expiration Date

05/19/2026

Comments

> Comp. Auto. Liab. - AUTO - 12/10/2025	State Farm County Mutual Insurance Company of Texas		12/10/2025			
> Railroad - RAILROAD - 07/15/2026	Fair American Insurance and Reinsurance Company		07/15/2026		BRY	
> Railroad - RAILROAD - 06/03/2026	FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY (RR		06/03/2026		LFK	
> Umbrella - UMBRELLA - 05/19/2026	AIX Specialty Ins Co		05/19/2026			
> Work. Comp. - WORKERS COMPENSATION - 11/24/2025	Texas Mut Ins Co		11/24/2025			

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



Railroad Requirements

State Let Construction Contracts

State Let Maintenance Contracts



November 14, 2025

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32	CST Involvement With Railroad Requirements
33	Pre-Bid Question and Answer
34	Release Identifying RR requirements
36	Railroad Insurance Requirements
40	Railroad Maintenance Consent Letter
43	Railroad Requirements Memo

44	Delayed Award
45	Release Through Contract Execution
46	Conditional Release
47	Administrative Letter
48	District Railroad Coordinator
50	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

INDEX OF SHEETS

SHEET NO.	DESCRIPTION	SHEET NO.	DESCRIPTION
1	WILL COUNTY	10	WILL COUNTY
2	WILL COUNTY	11	WILL COUNTY
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4	WILL COUNTY	13	WILL COUNTY
5	WILL COUNTY	14	WILL COUNTY
6	WILL COUNTY	15	WILL COUNTY
7	WILL COUNTY	16	WILL COUNTY
8	WILL COUNTY	17	WILL COUNTY
9	WILL COUNTY	18	WILL COUNTY
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96	WILL COUNTY	97	WILL COUNTY
97	WILL COUNTY	98	WILL COUNTY
98	WILL COUNTY	99	WILL COUNTY
99	WILL COUNTY	100	WILL COUNTY

THE STANDARD SHEETS SPECIFICALLY IDENTIFIED WITH A * HAVE BEEN CHANGED BY ME AND ARE APPLICABLE TO THIS PROJECT.

DATE: 10/1/14

NAME: [Signature]

FW 368, ETC INDEX OF SHEETS

THE TEXAS DEPARTMENT OF TRANSPORTATION

SEE SHEET 2 FOR INDEX OF SHEETS

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT
DPM 6436-53-001
VARIOUS BRIDGES DISTRICTWIDE
ARCHER COUNTY, ETC.

LENGTH: VARIOUS LOCATIONS

TOTAL LENGTH OF PROJECT: BRIDGE = 415,000 FT. + 1,000,000 FT. + 1,000,000 FT. = 2,415,000 FT. + 1,000,000 FT. = 3,415,000 FT.

TYPE OF WORK FOR ROUTINE MAINTENANCE OF BRIDGE PRESENTATIVE MAINTENANCE
CONSISTENT OF CONCRETE WALL REPAIR, BRIDGE DECK REPAIR, CONCRETE CRACK
CHIPPING, STAIR PROTECTION, SILVER CLEANING, CHANNEL RESURFACING

CONTRACTOR NAME: _____
CONTRACTOR ADDRESS: _____
LETTING DATE: _____
DATE TIME CHARGES BEGAN: _____
DATE WORK BEGAN: _____
DATE WORK COMPLETED: _____
DATE OF ACCEPTANCE: _____

THE TEXAS DEPARTMENT OF TRANSPORTATION

10/1/14

FW 368, ETC INDEX OF SHEETS

THE TEXAS DEPARTMENT OF TRANSPORTATION

Navigation to The Plans Online

TxDOT.
GOV

DO
Business

Plans
Online

Accept
Agreement
for Access

I Agree

Click Here

Select the
State/Local
Let Projects

Release – Identifying Railroad Requirements (2)

I. WORK AT CROSSING LOCATIONS (AT GRADE, HIGHWAY OVERPASS, HIGHWAY UNDERPASS, PEDESTRIAN, OR CLOSED/ABANDONED)

☐ This project is adjacent or parallel work, not within RR ROW.
DOT No.: 415349W
Crossing Type: AT-GRADE
RR Company Operating Track at Crossing: BNSF
RR Company Owning Track at Crossing: BNSF
RR MP: 797.15
RR Subdivision: DFW
City: WAXAHACHIE
County: ELLIS
CSJ at this Crossing: 0163-01-072, etc.
Latitude: 32.3941291
Longitude: -96.8588384

State's contractor will be performing seal coat, pavement marking installation and traffic control in the RR ROW.
See attached for additional crossings.

Scope of Work to be performed by Railroad Company:

N/A

II. FLAGGING & INSPECTION

No. of Days of Railroad Flagging Expected: 14

On this project, night or weekend flagging is:

- ☒ Expected
☐ Not Expected

Flagging services will be provided by:

- ☐ Railroad Company: 1) TxDOT will pay flagging invoices. Flagging Agreement with railroad will be needed or, 2) Permitted crossing, Railroad company to provide flagging.
☐ Outside Party: Contractor will pay flagging invoices to be reimbursed by TxDOT

Contractor must incorporate flaggers into anticipated construction schedule. The Railroad requires a 30-day notice if their flaggers are to be utilized. If Contractor falls behind schedule due to their own negligence and is not ready for scheduled flaggers, any flagging charges will be paid by Contractor.

Contact Information for Flagging:

- ☐ **UPRR** UPinfo@railpros.com
Call Center 877-315-0513, Select #1 for flagging
UPrequest@nrsinc.net
Call Center 877-984-6777
☒ **BNSF** BNSFinfo@railpros.com BNSFScheduling@wilsonco.com
Call Center 877-315-0513, Select #1 for flagging
☐ **CPKCR** KCSinfo@railpros.com
Call Center 877-315-0513, Select #1 for flagging
Bottom Line On-Track Safety Services
bottomline076@aol.com, 903-767-7630

☐ OTHERS:

Contractor must incorporate railroad construction inspection into anticipated construction schedule.

- ☒ Not Required
☐ Required. Contact Information for Construction Inspection:

III. CONSTRUCTION WORK TO BE PERFORMED BY THE RAILROAD

- ☐ Required.
☒ Not Required
Railroad Point of Contact:

Coordinate with TxDOT for any work to be performed by the Railroad Company. TxDOT must issue a work order for any work done by the Railroad Company prior to the work being performed.

IV. RAILROAD INSURANCE REQUIREMENTS

The Contractor shall confirm the insurance requirements with the Railroad as the insurance limits are subject to change without notice.

Insurance policies and corresponding certificates of insurance must be issued by the contractor on behalf of the Railroad. Separate insurance policies and certificates are required when more than one Railroad Company is operating on the same right of way, or when several Railroad Companies are involved and operate on their own separate right of ways.

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

Railroad Protective Liability Limits	
☐ Not Required	
☒ Non - Bridge/Typical Maintenance Projects. Includes repairs to overpass/underpass and culvert structures	\$2,000,000 / \$6,000,000
☐ Bridge Structure Projects. Includes new construction or replacement of overpass/underpass structures	\$5,000,000 / \$10,000,000
☐ Other:	

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://jllreg.360works.com/fmi/webd/rpq_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>

Approved CROE templates are not to be modified by the Contractor.

Contractor shall not operate within Railroad Right of Way without an executed Construction & Maintenance Agreement between the State and the Railroad and an executed CROE between the Contractor and the Railroad if required on project.

VI. RAILROAD COORDINATION MEETING

A Railroad Coordination Meeting is required. See item 5, Article 8.1, of the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges Manual for more details.

VII. RAILROAD SAFETY ORIENTATION

A. Complete the Railroad's course "Orientation for Contractor's Safety," and maintain registration prior to working on the Railroad's property. This course is required to be completed annually by Contractor and Subcontractor personnel working on site.

UPRR, BNSF, CPKCR will not accept on-track safety training certificates from other Railroads. Refer to each Railroad's specific contractor right of entry for training information.

Know and follow the Contractor's Right of Entry Agreement EXHIBIT D, MINIMUM SAFETY REQUIREMENTS regarding clothing, personal protective equipment, and general safety requirements.

VIII. SUBCONTRACTORS

Contractor shall not subcontract work without written consent of TxDOT. Subcontractors are subject to the same insurance requirements as the Prime Contractor.

IX. EMERGENCY NOTIFICATION

In Case of Railroad Emergency

Call: BNSF
Railroad Emergency Line at: 800-832-5452
Location: DOT 415349W
RR Milepost: 797.15
Subdivision: DFW

RRD Review Only
Initials: ag
Date: 6/11/2025

		Rail Division	
RAILROAD SCOPE OF WORK PROJECT SPECIFIC DETAILS			
FILE: <u>rr-scope-of-work.pdf</u>	DATE: <u>June 2014</u>	BY: <u>ag</u>	REVIEW: <u>ag</u>
4/2024	01	02	03
18	NAVARRO, ETC.	81	

Release – Identifying Railroad Requirements (3)

I. WORK AT CROSSING LOCATIONS (AT GRADE, HIGHWAY OVERPASS, HIGHWAY UNDERPASS, PEDESTRIAN, OR CLOSED/ABANDONED)

☐ This project is adjacent or parallel work, not within RR ROW:
DOT No.: 022117U
Crossing Type: AT-GRADE
RR Company Operating Track at Crossing: CPKC
RR Company Owning Track at Crossing: CPKC
RR MP: 191.910
RR Subdivision: GREENVILLE
City: WYLIE
County: COLLIN
CSJ at this Crossing: 0163-01-072, ETC.
Latitude: 33.0804914
Longitude: -96.4167808

Scope of Work, including any TCP, to be performed by State Contractor:
Installation and traffic control in the RR ROW.

Scope of Work to be performed by Railroad Company:
N/A

II. FLAGGING & INSPECTION

No. of Days of Railroad Flagging Expected: 1
On this project, night or weekend flagging is:
☒ Expected
☐ Not Expected

Flagging services will be provided by:
☐ Railroad Company: 1) TxDOT will pay flagging invoices. Flagging Agreement with railroad will be needed or, 2) Permitted crossing. Railroad company to provide flagging.
☐ Outside Party: Contractor will pay flagging invoices to be reimbursed by TxDOT

Contractor must incorporate flaggers into anticipated construction schedule. The Railroad requires a 30-day notice if their flaggers are to be utilized. If Contractor falls behind schedule due to their own negligence and is not ready for scheduled flaggers, any flagging charges will be paid by Contractor.

Contact Information for Flagging:
☐ UPRR: UPinfo@railpros.com
Call Center 877-315-0513, Select #1 for flagging
UPrequest@nrrsinc.net
Call Center 877-984-6777
☐ BNSF: BNSFInfo@railpros.com
Call Center 877-315-0513, Select #1 for flagging
☒ CPKC: CPKCInfo@railpros.com
Call Center 877-315-0513, Select #1 for flagging
Bottom Line On-Track Safety Services: CPKC.south.info@railpros.com
877-315-0513 Select #1 for flagging
Bottom Line 076@aol.com, 903-767-7690

☐ OTHERS:

Contractor must incorporate railroad construction inspection into anticipated construction schedule.

☒ Not Required
☐ Required. Contact Information for Construction Inspection:

III. CONSTRUCTION WORK TO BE PERFORMED BY THE RAILROAD

☐ Required.
☒ Not Required
Railroad Point of Contact:

Coordinate with TxDOT for any work to be performed by the Railroad Company. TxDOT must issue a work order for any work done by the Railroad Company prior to the work being performed.

IV. RAILROAD INSURANCE REQUIREMENTS

The Contractor shall confirm the insurance requirements with the Railroad as the insurance limits are subject to change without notice.

Insurance policies and corresponding certificates of insurance must be issued by the contractor on behalf of the Railroad. Separate insurance policies and certificates are required when more than one Railroad Company is operating on the same right of way, or when several Railroad Companies are involved and operate on their own separate right of ways.

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

Railroad Protective Liability Limits	
☐ Not Required	
☒ Non - Bridge/Typical Maintenance Projects. Includes repairs to overpass/underpass and culvert structures	\$2,000,000 / \$6,000,000
☐ Bridge Structure Projects. Includes new construction or replacement of overpass/underpass structures	\$5,000,000 / \$10,000,000
☐ Other:	

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>
☒ CPKC: <https://ill-permitting.360works.com/login>
<https://illreg-360works.com/fmi/webui/rso-web-hes-fme12>
☐ 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>

Approved CROE templates are not to be modified by the Contractor.

Contractor shall not operate within Railroad Right of Way without an executed Construction & Maintenance Agreement (CMA) and a Railroad Right of Entry Agreement (CROE) between the Contractor and the Railroad if required on project.

VI. RAILROAD COORDINATION MEETING

A Railroad Coordination Meeting is required. See item 5, Article 8.1, of the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges Manual for more details.

VII. RAILROAD SAFETY ORIENTATION

A. Complete the Railroad's course "Orientation for Contractor's Safety," and maintain registration prior to working on the Railroad's property. This course is required to be completed annually by Contractor and Subcontractor personnel working on site.

UPRR, BNSF, CPKC will not accept on-track safety training certificates from other Railroads. Refer to each Railroad's specific contractor right of entry for training information.

Know and follow the Contractor's Right of Entry Agreement EXHIBIT D, MINIMUM SAFETY REQUIREMENTS regarding clothing, personal protective equipment, and general safety requirements.

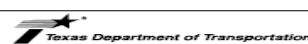
VIII. SUBCONTRACTORS

Contractor shall not subcontract work without written consent of TxDOT. Subcontractors are subject to the same insurance requirements as the Prime Contractor.

IX. EMERGENCY NOTIFICATION

In Case of Railroad Emergency
Call: CPKC Railway
Railroad Emergency Line at: 877-527-0464
Location: DOT 022117U
RR Milepost: 191.910
Subdivision: GREENVILLE

RRD Review Only
Initials: *ap*
Date: 6/11/2025



RAILROAD SCOPE OF WORK
PROJECT SPECIFIC DETAILS

RR	RR DOT	OK	NO	OK
CPKC	01	072, ETC.	SH 31, ETC.	
4/2024	18	NAVARRO, ETC.	83	

Railroad Insurance Requirements – Railroad Protective Liability (RRPL)

Railroad Protective Liability Limits

- ☐ Not Required
- ☒ Non - Bridge/Typical Maintenance Projects. \$2,000,000 / \$6,000,000
Includes repairs to overpass/underpass and culvert structures
- ☐ Bridge Structure Projects. Includes new construction or replacement of overpass/underpass structures \$5,000,000 / \$10,000,000
- ☐ Other: _____

ACORD **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)

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, AND THE CERTIFICATE HOLDER.

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).

PRODUCER RAILROAD COMPANY NAME RAILROAD ADDRESS	CONTACT NAME PHONE () FAX () E-MAIL ADDRESS INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
--	--

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	ACORD FORM	INS. NO.	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPI. DATE	LIMITS
1	COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMSMADE ☐ OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PERIL ☐ LOC. ☐ OTHER						
2	AUTOMOBILE LIABILITY						
	ANY AUTO						
	ALL OWNED AUTOS						
	HIRING AUTOS						
3	UMBRELLA LIAB.						
	EXCESS LIAB.						
	☐ OCCUR ☐ CLAIMSMADE						
	☐ DEF. ☐ RETENTION \$						
4	WORKERS COMPENSATION AND EMPLOYERS LIABILITY						
	ANY EMPLOYMENT						
	OFFICER/EMPLOYEE EXCLUDED?						
	MANDATORY IN REG.						
5	RAILROAD PROTECTIVE LIABILITY						
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES						
	CCSJ XXXX-XX-XXX, DOT #, project identification						

CERTIFICATE HOLDER CANCELLATION

Texas Department of Transportation
125 E. 11th Street
Austin, TX 78701-2483

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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.railpermitting.com
- ☐ CPKCR https://llrpg.360works.com/fmi/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: Mesquite
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 mill, 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 is revoked by Rail

For safety Representative(s) performing the W

L

Fiber Op

Regarding,

Developed by
 (ARJH) HARRIS
 Construction
 Casey Moore
 Public Projects - I

DocuSign Envelope ID: 04179188-4FE

Date: March 17, 2023 Project: 0789564

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

A. As a condition to entering upon Union Pacific Railroad Company's ("Railroad") property to perform mill, 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/rail_e_note/index.htm
 Alternatively, cut and paste the following into browser: https://www.up.com/rail_e_note/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/fml/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/fml/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 Agreements

Agreement Type	Used By	Purpose	Duration	Scope of Work	Fee Responsibility
Maintenance Consent Letter (MCL)	UPRR	Authorizes minimal contractor activity on railroad property	Generally < 10 days	Maintenance of existing road	TxDOT pays the fee
Construction & Maintenance Agreement	UPRR	Covers new or significantly modified roadway impacting railroad right of way	Extended duration	Major construction or modification	TxDOT pays the fee
Other Agreements	Other Railroads	Varies by railroad; may include different types of access or work agreements	Varies	Depends on railroad-specific requirements	Contractor pays the fee

Railroad Requirements Memo



Sequence #:	<u>Railroad Requirements</u>
Controlling CSJ:	_____
Contractor Name:	_____
Railroad Involved:	<u>UPRR</u>
Railroad Address:	<u>1400 Douglas Street, STOP 1690</u>
	<u>Omaha, NE 68179</u>

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 Liab)
☐	2/2/2 (\$2M Each Occur / \$2M Gen Agg / \$2M Auto Liab)

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 REQUIREMENTS CAN DELAY THE CONTRACT PARTIAL EXECUTION?

Rail DIV
(UPRR CROE/MCL)

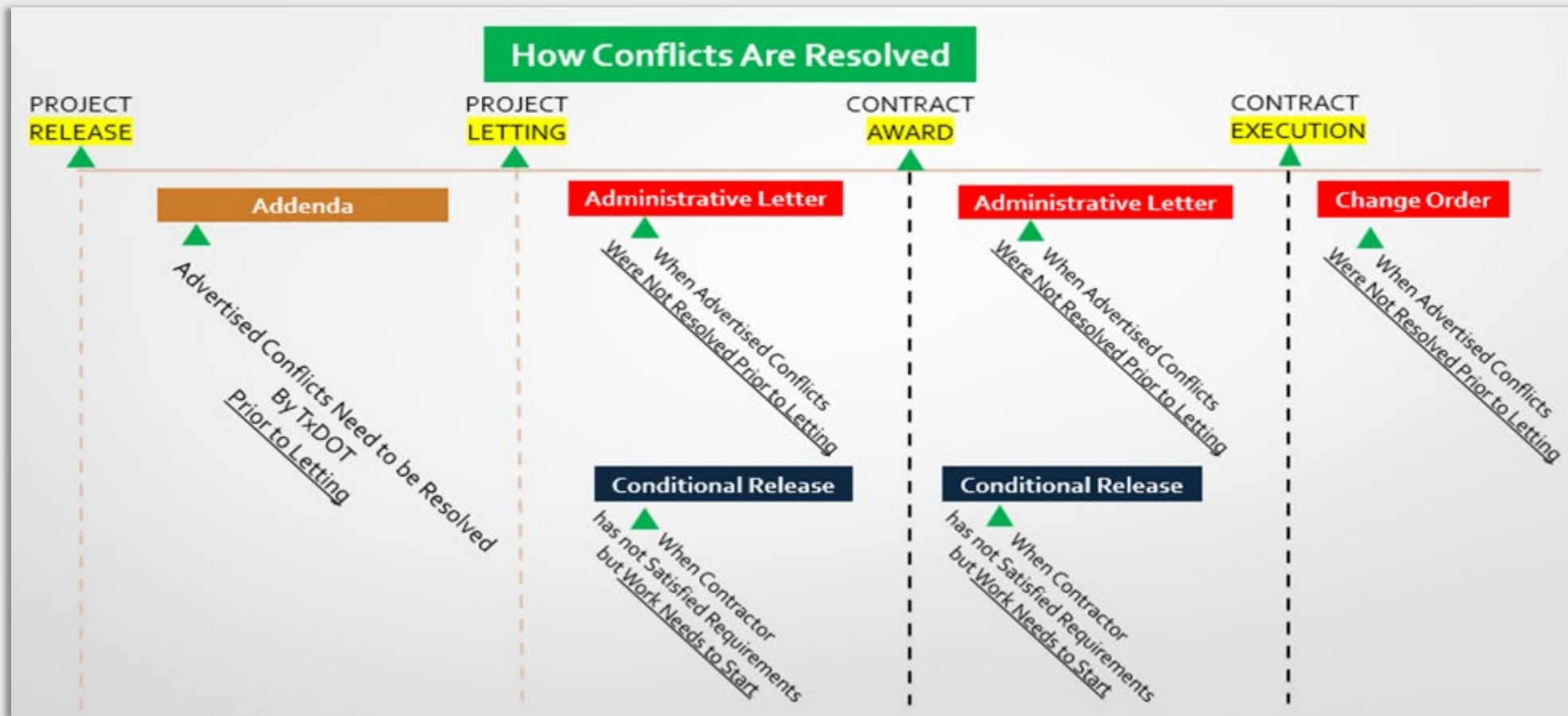


CST



Contractor

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

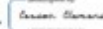
March 10, 2025



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

DocuSign Envelope ID: 771DCC59-2C30-4E9A-8BAF-2123B7AF1A2C



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

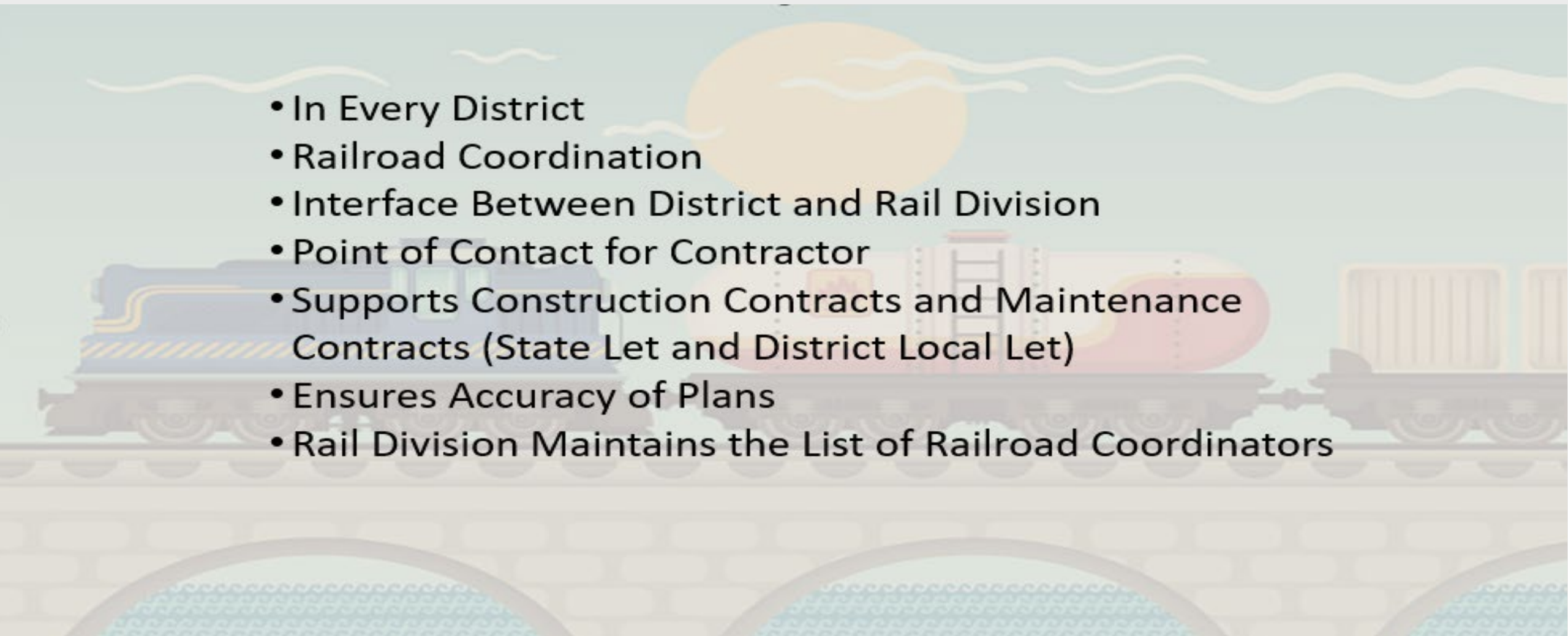
CC: RRD, SAT, CST

Charles Benavidez
3006486427110

Charles Benavidez, P.E.

SAT District Engineer

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-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>



E-Verification

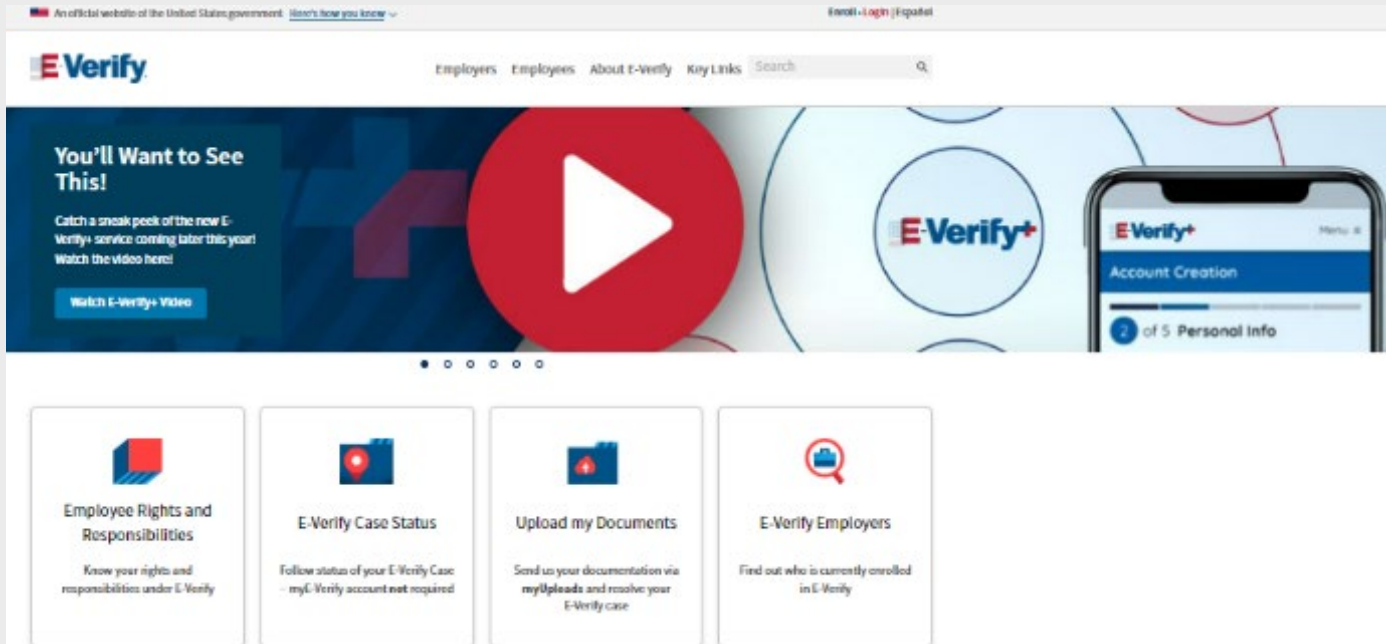


November 14, 2025

Table of Contents (E-Verification)

52 E-Verify Program and Requirements	56 Fully Executed MOU
53 E-Verify Participants Acknowledged by TxDOT	57 SOP
55 Process for Addition to List	58 State Letting

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			
The list of E-Verify Participants Acknowledged by TxDOT is informational only. 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: https://www.uscis.gov/e-verify/about-program/e-verify-employers-search-tool			
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 cont.

3.133. **Subcontractor.** A Subcontractor is defined as 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, truck owner-operator, 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

Fully Executed MOU

Company ID Number: [REDACTED]

Approved by:

Employer [REDACTED]	
Name (Please Type or Print) [REDACTED]	Title
Signature Electronically Signed	Date 05/26/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/26/2021

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

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