

Item 6L

Control of Materials

# Source Control

Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the Work. Secure the Engineer’s approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be inspected in accordance with Article 6L.4., “Sampling, Testing, and Inspection.”

## **Buy America**. Comply with the latest provisions of Buy America pertaining to steel and iron in accordance with 23 CFR § 635.410. Use steel or iron materials manufactured in the United States except when waived in accordance with Section 6L 1.2., “Buy America Exceptions.”

Submit a notarized original of the TxDOT FORM D-9-USA-1 (Department Form 1818 or equivalent) with the proper attachments for verification of compliance.

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

## **Buy America Exceptions**.Use of iron and steel manufactured in the United States is required unless the material meets an exception below.

* A waiver exists exempting the material from Buy America compliance.
* The total value of foreign iron and steel products, including delivery, does not exceed 0.1% of the total Contract cost or $2,500, whichever is greater. The Contractor must provide documentation showing under threshold in advance for the Engineer’s consideration.
* Foreign iron or steel may be allowed when the Contract contains an alternate item for a foreign source iron or steel product and the Contract is awarded based on the alternate item.
* The materials are temporarily installed or are supplies, tools, and equipment not incorporated into the project. Temporarily installed means the materials and products must be removed at the end of the project or may be removed at the Contractor’s convenience with the Engineer’s approval.

## **Buy Texas**. For construction or maintenance Contracts without federal funds, buy materials produced in Texas when the materials are available at a comparable price and in a comparable period of time. Provide documentation of purchases or a description of good-faith efforts on request.

# Material Quality

Correct or remove materials that fail to meet Contract requirements or that do not produce satisfactory results. Reimburse the Owner for cost incurred if additional sampling and testing are required by a change of source.

Materials not meeting Contract requirements will be rejected unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials.

If the Contractor does not comply with this Article, the Owner may remove and replace defective material. The cost of testing, removal, and replacement will be deducted from the payments due to the Contractor.

# Manufacturer Warranties

Transfer to the Owner warranties and guarantees required by the Contract or received as part of normal trade practice.

# Sampling, Testing, and Inspection

Incorporate into the work only material that has been inspected, tested, and accepted by the Engineer. Remove, at the Contractor’s expense, materials from the work locations that are used without prior testing and approval or written permission of the Engineer.

The material requirements and standard test methods in effect at the time the proposed Contract is advertised govern. Unless otherwise specified, the Engineer will perform testing at Owner’s expense. In addition to facilities and equipment required by the Contract, furnish facilities and calibrated equipment required for tests to control the manufacture of construction items. If requested, provide a complete written statement of the origin, composition, and manufacture of materials.

All materials used are subject to inspection or testing at any time during preparation or use. Material that has been tested and approved at a supply source or staging area may be inspected or tested before or during incorporation into the work and rejected if it does not meet Contract requirements. Copies of test results are available upon request. Do not use material that, after approval, becomes unfit for use.

Unless otherwise specified in the Contract, all testing must be performed within the United States and witnessed by the Engineer. If materials or processes require testing outside the contiguous 48 United States, reimburse the Owner for inspection expenses.

# Plant Inspection and Testing

The Engineer may but is not obligated to inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements.

If inspection is at the plant, meet the following conditions unless otherwise specified:

* cooperate fully and assist the Engineer during the inspection,
* ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials,
* in accordance with pertinent items and the Contract provide a facility at the plant for use by the Engineer as an office or laboratory
* provide and maintain adequate safety measures and restroom facilities, and
* furnish and calibrate scales, measuring devices, and other necessary equipment in accordance with the Contract.

The Engineer may provide inspection for periods other than daylight hours if:

* continuous production of materials for Owner’s use is necessary due to the production volume being handled at the plant, and
* the lighting is adequate to allow satisfactory inspection.

# Storage of Materials

Store and handle materials to preserve their quality and fitness for the work. Store materials so that they can be easily inspected and retested. Place materials under cover, on wooden platforms, or on other hard, clean surfaces as necessary or when directed.

Obtain approval to store materials on the right of way. Storage space off the right of way is at the Contractor’s expense.

# Owner-furnished Material

The Owner will supply materials as shown on the plans. The cost of handling and placing materials supplied by the Owner will not be paid for directly, but will be subsidiary to the Item in which they are used. Assume responsibility for materials upon receipt.

# Use of Materials Found on the Right of Way

Material found in the excavation areas and meeting the Owner’s specifications may be used in the work. This material will be paid for at the Contract bid price for excavation and under the Item for which the material is used.

Do not excavate or remove any material from within the right of way that is not within the limits of the excavation without written permission. If excavation is allowed within a right of way project-specific location, replace the removed material with suitable material at no cost to the Owner as directed.

# Recycled Materials

The Owner will not allow hazardous wastes, as defined in 30 TAC § 335, proposed for recycling to be used on the project. Use nonhazardous recyclable materials (NRMs) only if the specification for the Item does not disallow or restrict use. Determine whether NRMs are regulated under 30 TAC §§ 312, 330, 332, 334, or 335, and comply with all general prohibitions and requirements. Use NRMs in accordance with [DMS-11000](https://ftp.dot.state.tx.us/pub/txdot-info/cst/DMS/11000_series/pdfs/11000.pdf), “Evaluating and Using Nonhazardous Recyclable Materials Guidelines,” and furnish all documentation in the manner prescribed by the Owner.

# Hazardous Materials

Comply with the requirements of Article 7L.12., “Responsibility for Hazardous Materials.”

Notify the Engineer immediately when a visual observation or odor indicates that materials on sites owned or controlled by the Owner may contain hazardous materials. Except when the contract includes bid items for the Contractor to remove hazardous materials, the Owner is responsible for testing, removing, and disposing of hazardous materials not introduced by the Contractor. The Engineer may suspend work wholly or in part during the testing, removing, or disposing of hazardous materials, except in the case where hazardous materials are introduced by the Contractor.

Use materials that are free of hazardous materials. Notify the Engineer immediately if materials are suspected to contain hazardous materials. If materials delivered to the project by the Contractor are suspected to contain hazardous materials, have an approved commercial laboratory test the materials for the presence of hazardous materials as approved. Remove, remediate, and dispose of any of these materials found to contain hazardous materials. The work required to comply with this Section will be at the Contractor’s expense if materials are found to contain hazardous materials. Working day charges will not be suspended and extensions of working days will not be granted for activities related to handling hazardous material introduced by the Contractor. If suspected materials are not found to contain hazardous materials, the Owner will reimburse the Contractor for hazardous materials testing and will adjust working day charges if the Contractor can show that this work impacted the critical path.

## **Painted Steel Requirements**. Coatings on existing steel contain hazardous materials unless otherwise shown on the plans. Remove paint and dispose of steel coated with paint containing hazardous materials in accordance with the following.

**Removing Paint from Steel**. For contracts that are specifically for painting steel, include the cleaning and painting of steel under Item 446, “Field Cleaning and Painting Steel,” as a pay item. Perform work in accordance with that Item.

For projects where paint must be removed to allow for the dismantling of steel or to perform other work, the Owner will provide for a separate contractor (third party) to remove paint containing hazardous materials before or during the Contract. Remove paint covering existing steel shown not to contain hazardous materials in accordance with Item 446.

###  **Removal and Disposal of Painted Steel**. For steel able to be dismantled by unbolting, paint removal will not be performed by the Owner. The Owner will remove paint, at locations shown on the plans or as agreed, for the Contractor’s cutting and dismantling purposes. Use Owner-cleaned locations for dismantling when provided or provide own means of dismantling at other locations.

Painted steel to be retained by the Owner will be shown on the plans. For painted steel that contains hazardous materials, dispose of the painted steel at a steel recycling or smelting facility unless otherwise shown on the plans. Maintain and make available to the Engineer invoices and other records obtained from the facility showing the received weight of the steel and the facility name. Dispose of steel that does not contain hazardous material coatings in conformance with federal, state, and local regulations.

## **Asbestos Requirements**. The plans will indicate locations or elements where asbestos-containing materials (ACMs) are known to be present. Where ACMs are known to exist or where previously unknown ACM has been found, the Owner will arrange for abatement by a separate contractor before or during the Contract. Notify the Engineer of proposed dates of demolition or removal of structural elements with ACM at least 60 days before beginning work to allow the Owner sufficient time for abatement.

The Texas Department of State Health Services (DSHS), Asbestos Programs Branch, is responsible for administering the requirements of the National Emissions Standards for Hazardous Air Pollutants, (NESHAP), in accordance with 40 CFR Part 61, Subpart M, and the Texas Asbestos Health Protection Rules (TAHPR). Based on EPA guidance and regulatory background information, bridges are considered to be a regulated “facility” under NESHAP; therefore, federal standards for demolition and renovation apply.

The Owner is required to notify DSHS at least 10 working days (by postmarked date) before initiating demolition or renovation of each structure shown on the plans. If the actual demolition, renovation, or removal date is changed or delayed, notify the Engineer in writing of the revised dates in sufficient time to allow for the Owner’s notification to DSHS to be postmarked at least 10 days in advance of the actual work.

The Owner retains the right to determine the actual advance notice needed for the change in date to address post office business days and staff availability.

## **Asbestos or Lead Abatement**. Provide traffic control as shown on the plans, and coordinate and cooperate with the third party and the Owner for managing or removing hazardous materials. Work for the traffic control shown on the plans and coordination work will not be paid for directly, but will be subsidiary to pertinent Items.

# Surplus Materials

Take ownership of surplus materials unless otherwise shown on the plans or directed. Remove and dispose of materials in conformance with federal, state, and local regulations. If requested, provide an appropriate level of documentation to verify proper disposal. When materials are disposed of on private property, provide written authorization from the property owner for the use of the property for this purpose upon request.