Control	**6470-55-001**
Project	**RMC - 647055001**
Highway	**US0380**
County	**WISE**

ADDENDUM ACKNOWLEDGMENT

Each bidder is required to acknowledge receipt of an addendum issued for a specific project. This page is provided for the purpose of acknowledging an addendum.

FAILURE TO ACKNOWLEDGE RECEIPT OF AN ADDENDUM WILL RESULT IN THE BID NOT BEING READ.

In order to properly acknowledge an addendum place a mark in the box next to the respective addendum.

ADDENDUM NO. 1 ☐

ADDENDUM NO. 2 ☐

ADDENDUM NO. 3 ☐

ADDENDUM NO. 4 ☐

ADDENDUM NO. 5 ☐

In addition, the bidder by affixing their signature to the signature page of the proposal is acknowledging that they have taken the addendum(s) into consideration when preparing their bid and that the information contained in the addendum will be included in the contract, if awarded by the Commission or other designees.

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Control	**6470-55-001**
Project	**RMC - 647055001**
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County	**WISE**

PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2024 SPECIFICATIONS

WORK CONSISTING OF METAL BEAM GUARD FENCE REPAIR

WISE COUNTY, TEXAS

The quantities in the proposal are approximate. The quantities of work and materials may be increased or decreased as considered necessary to complete the work as planned and contemplated.

This project is to be completed in 365 calendar days and will be accepted when fully completed and finished to the satisfaction of the Executive Director or designee.

Provide a proposal guaranty in the form of a Cashier's Check, Teller's Check (including an Official Check) or Bank Money Order on a State or National Bank or Savings and Loan Association, or State or Federally chartered Credit Union made payable to the Texas Transportation Commission in the following amount:

THIRTY-THREE THOUSAND (Dollars) **($33,000)**

A bid bond may be used as the required proposal guaranty. The bond form may be detached from the proposal for completion. The proposal may not be disassembled to remove the bond form. The bond must be in accordance with Item 2 of the specifications.

Any addenda issued amending this proposal and/or the plans that have been acknowledged by the bidder, become part of this proposal.

By signing the proposal the bidder certifies:

1. the only persons or parties interested in this proposal are those named and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above captioned project.
2. in the event of the award of a contract, the organization represented will secure bonds for the full amount of the contract.
3. the signatory represents and warrants that they are an authorized signatory for the organization for which the bid is submitted and they have full and complete authority to submit this bid on behalf of their firm.
4. that the certifications and representations contained in the proposal are true and accurate and the bidder intends the proposal to be taken as a genuine government record.

- **Signed: ****

(1) _____ (2) _____ (3) _____

Print Name:

(1) _____ (2) _____ (3) _____

Title:

(1) _____ (2) _____ (3) _____

Company:

(1) _____ (2) _____ (3) _____

- Signatures to comply with Item 2 of the specifications.

**Note: Complete (1) for single venture, through (2) for joint venture and through (3) for triple venture.

*** When the calendar days field contains an asterisk (*) refer to the Special Provisions and General Notes.**

NOTICE TO CONTRACTORS

ANY CONTRACTORS INTENDING TO BID ON ANY WORK TO BE AWARDED BY THIS DEPARTMENT MUST SUBMIT A SATISFACTORY "AUDITED FINANCIAL STATEMENT" AND "EXPERIENCE QUESTIONNAIRE" AT LEAST TEN DAYS PRIOR TO THE LETTING DATE.

UNIT PRICES MUST BE SUBMITTED IN ACCORDANCE WITH ITEM 2 OF THE STANDARD SPECIFICATIONS OR SPECIAL PROVISION TO ITEM 2 FOR EACH ITEM LISTED IN THIS PROPOSAL.

TEXAS DEPARTMENT OF TRANSPORTATION

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, (Contractor Name) _____

_____

Hereinafter called the Principal, and (Surety Name) _____

_____

a corporation or firm duly authorized to transact surety business in the State of Texas, hereinafter called the Surety, are held and firmly bound unto the Texas Department of Transportation, hereinafter called the Obligee, in the sum of not less than two percent (2%) of the department's engineer's estimate, rounded to the nearest one thousand dollars, not to exceed one hundred thousand dollars ($100,000) as a proposal guaranty (amount displayed on the cover of the proposal), the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for the following project identified as:

Control	**6470-55-001**
Project	**RMC - 647055001**
Highway	**US0380**
County	**WISE**

NOW, THEREFORE, if the Obligee shall award the Contract to the Principal and the Principal shall enter into the Contract in writing with the Obligee in accordance with the terms of such bid, then this bond shall be null and void. If in the event of failure of the Principal to execute such Contract in accordance with the terms of such bid, this bond shall become the property of the Obligee, without recourse of the Principal and/or Surety, not as a penalty but as liquidated damages.

Signed this _____ Day of _____ 20_____

By: _____

(Contractor/Principal Name)

_____

(Signature and Title of Authorized Signatory for Contractor/Principal)

*By: _____

(Surety Name)

_____

(Signature of Attorney-in-Fact)

*Attach Power of attorney (Surety) for Attorney-in-Fact

Impressed Surety Seal Only

This form may be removed from the proposal.

C U T H E R E

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BIDDER'S CHECK RETURN

IMPORTANT

The space provided for the return address must be completed to facilitate the return of your bidder's check. Care must be taken to provide a legible, accurate, and <u>complete</u> return address, including zip code. A copy of this sheet should be used for each different return address.

NOTE

Successful bidders will receive their guaranty checks with the executed contract.

RETURN BIDDERS CHECK TO (PLEASE PRINT):

Control	**6470-55-001**
Project	**RMC - 647055001**
Highway	**US0380**
County	**WISE**

IMPORTANT

PLEASE RETURN THIS SHEET IN ITS ENTIRETY

Please acknowledge receipt of this check(s) at your earliest convenience by signing below in longhand, in ink, and returning this acknowledgement in the enclosed self addressed envelope.

Check Received By: _____ Date:_____

Title: _____

For (Contractor's Name): _____

Project _____ County_____

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NOTICE TO THE BIDDER

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the Department at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the Department. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

$_____

Total Bid Amount

Control 0001-03-030
Project STP 2000(938)HES
Highway SH 20
County EL PASO

ALT	ITEM	DESC	SP	Bid Item Description	Unit	Quantity	Bid Price	Amount	Seq
	104	509		REMOV CONC (SDWLK)	SY	266.400	$10.000	$2,664.00	1

EXAMPLE

Total Bid Amount _____$2,664.00_____

Signed _____
Title _____
Date _____

Additional Signature for Joint Venture:

Signed _____
Title _____
Date _____

EXAMPLE OF BID PRICES SUBMITTED BY COMPUTER PRINTOUT

EXAMPLES

BID PRICES SUBMITTED BY HAND WRITTEN FORMAT

ALT	ITEM-CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC NO	S.P. NO.				
	190	026		RED OAK 1 1/2 - 1 3/4 GAL BB	EA	9.000	1
				EXAMPLE: One hundred fifty DLRS and No CENTS			

Unit price for each plant in place

	249	014		FLEX BASE(DEL)(DENSCOT)(TY A GR4 CL2)	TON	56,787.00	14
				EXAMPLE: Seven DLRS and Fifty three CENTS			

Unit price for each ton of Flexible Base

	430	001	001	CL A CONC FOR EXT STR (CULV)	CY	45.000	27
				EXAMPLE: Three hundred five DLRS and No CENTS			

Unit price for each cubic yard of Concrete

	610	007	001	RDWY ILL ASSEM(TY ST 50T-8-8)(.4 KW)S	EA	13.000	7
				EXAMPLE: Fourteen hundred sixteen DLRS and Thirty seven CENTS			

Unit price of each Roadway Illumination Assembly

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ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	500	7002		MOBILIZATION (CALLOUT) DOLLARS and CENTS	EA	13.000	1
	500	7033		MOBILIZATION (EMERGENCY) DOLLARS and CENTS	EA	2.000	2
	503	7001		PORTABLE CHANGEABLE MESSAGE SIGN DOLLARS and CENTS	DAY	40.000	3
	505	7001		TMA (STATIONARY) DOLLARS and CENTS	DAY	150.000	4
	540	7001		MTL W-BEAM GD FEN (TIM POST) DOLLARS and CENTS	LF	16,000.000	5
	540	7005		MTL BEAM GD FEN TRANS (THRIE-BEAM) DOLLARS and CENTS	EA	35.000	6
	540	7006		MTL BEAM GD FEN TRANS (TL2) DOLLARS and CENTS	EA	4.000	7
	540	7007		MTL BEAM GD FEN TRANS (T101) DOLLARS and CENTS	EA	4.000	8
	540	7008		MTL BEAM GD FEN TRANS (T6) DOLLARS and CENTS	EA	2.000	9
	540	7009		MTL W-BEAM GD FEN ADJUSTMENT DOLLARS and CENTS	LF	250.000	10
	540	7015		DOWNSTREAM ANCHOR TERMINAL SEC-TION DOLLARS and CENTS	EA	20.000	11

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	540	7016		MTL BM GD FEN TRANS (NON - SYM) DOLLARS and CENTS	EA	4.000	12
	540	7029		MTL BM GD FEN TRANS (ANCHOR PLATE) DOLLARS and CENTS	EA	6.000	13
	540	7031		MTL BM GD FEN TRANS (31"-28")(25') DOLLARS and CENTS	EA	10.000	14
	542	7001		REMOVE METAL BEAM GUARD FENCE DOLLARS and CENTS	LF	16,000.000	15
	770	7001		REPLACE RAIL ELEMENT (W-BEAM) DOLLARS and CENTS	LF	2,500.000	16
	770	7002		REPLACE RAIL ELEMENT (THRIE-BEAM) DOLLARS and CENTS	LF	30.000	17
	770	7003		REPL RAIL ELMNT(THRIE-BM TRANS TO W-BM) DOLLARS and CENTS	EA	50.000	18
	770	7006		REPLACE TIMBER POST W/O CONC FND DOLLARS and CENTS	EA	350.000	19
	770	7007		REPLACE STEEL POST W/O CONC FND DOLLARS and CENTS	EA	50.000	20
	770	7010		REALIGN POSTS DOLLARS and CENTS	EA	300.000	21
	770	7013		REM OBSOLETE GET & REPL W/ SGT DOLLARS and CENTS	EA	75.000	22
	770	7015		REPL SINGLE GDRAIL TERM IMPACT HEAD DOLLARS and CENTS	EA	15.000	23

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	770	7016		REPLACE SINGLE GDRAIL TERMINAL RAIL DOLLARS and CENTS	LF	600.000	24
	770	7017		REPLACE SINGLE GDRAIL TERMINAL POST DOLLARS and CENTS	EA	45.000	25
	770	7018		REPLACE BLOCKOUT DOLLARS and CENTS	EA	375.000	26
	770	7019		REPAIR STEEL POST WITH BASE PLATE DOLLARS and CENTS	EA	20.000	27
	770	7020		RESET SGT IMPACT HEAD DOLLARS and CENTS	EA	7.000	28
	770	7022		REPLACE SGT CABLE ANCHOR DOLLARS and CENTS	EA	17.000	29
	770	7023		REPLACE SGT CABLE ASSEMBLY DOLLARS and CENTS	EA	20.000	30
	770	7024		REPLACE SGT STRUT DOLLARS and CENTS	EA	12.000	31
	770	7025		RAISE RAIL DOLLARS and CENTS	LF	150.000	32
	770	7026		REPLACE DOWNSTREAM ANCHOR TERMI-NAL DOLLARS and CENTS	EA	8.000	33
	771	7005		REPLACE POSTS (TL-4)(GIBRALTAR) DOLLARS and CENTS	EA	1,000.000	34
	771	7007		REPLACE POSTS (TL-4)(TRINITY) DOLLARS and CENTS	EA	1,000.000	35

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	771	7010		CABLE SPLICE / TURNBUCKLE (TL-4) DOLLARS and CENTS	EA	3.000	36
	771	7012		REPAIR CONCRETE FOUNDATION (TL-4) DOLLARS and CENTS	EA	3.000	37
	771	7014		REPR OR REPLC CABLE BARR TERM SEC(TL-4) DOLLARS and CENTS	EA	7.000	38
	771	7016		REPLACE CABLE (TL-4) DOLLARS and CENTS	LF	150.000	39
	771	7018		CHECK / RE-TENSION CABLE (TL-4) DOLLARS and CENTS	EA	25.000	40
	772	7003		POST AND CABLE FENCE (NEW INSTALLA-TION) DOLLARS and CENTS	LF	150.000	41
	772	7004		POST AND CABLE FENCE (NEW CONC ANCHOR) DOLLARS and CENTS	EA	4.000	42
	772	7005		POST AND CABLE FENCE(REMV / REPL POSTS) DOLLARS and CENTS	EA	7.000	43
	772	7006		POST AND CABLE FENCE(RMV/REPL CNC ANCH) DOLLARS and CENTS	EA	2.000	44
	772	7007		POST AND CABLE FENCE (REMV/ REPL CABLE) DOLLARS and CENTS	LF	350.000	45

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	774	7001		REMOVE (SMTC) NARROW DOLLARS and CENTS	EA	2.000	46
	774	7002		REPLACE (SMTC) NARROW DOLLARS and CENTS	EA	2.000	47
	774	7003		REPAIR (SMTC) NARROW DOLLARS and CENTS	LF	150.000	48

CERTIFICATION OF INTEREST IN OTHER BID PROPOSALS FOR THIS WORK

By signing this proposal, the bidding firm and the signer certify that the following information, as indicated by checking “Yes” or “No” below, is true, accurate, and complete.

A. Quotation(s) have been issued in this firm's name to other firm(s) interested in this work for consideration for performing a portion of this work.

_____ YES

_____ NO

B. If this proposal is the low bid, the bidder agrees to provide the following information prior to award of the contract.

1. Identify firms which bid as a prime contractor and from which the bidder received quotations for work on this project.
2. Identify all the firms which bid as a prime contractor to which the bidder gave quotations for work on this project.

ENGINEER SEAL

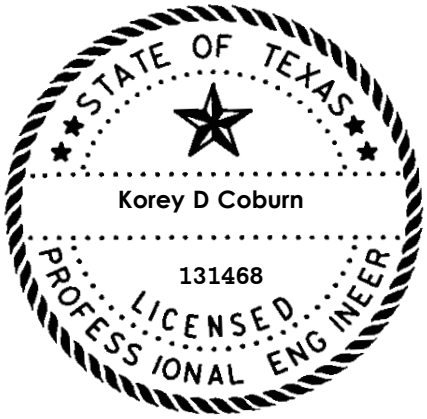
Control **6470-55-001**

Project **RMC - 647055001**

Highway **US0380**

County **WISE**

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.



The seal appearing on this document was authorized by

Korey D Coburn, P.E.

AUGUST 01, 2024

Project Number: RMC 6470-55-001 **Sheet 3**A

County: Wise, ETC. **Control: 6470-55-001**

Highway: US 380, ETC.

FORT WORTH DISTRICT MAINTENANCE GENERAL NOTES
2024 SPECIFICATIONS

Special Notes:

Contractor questions on this project are to be addressed to the following individual(s):

Area Engineer: Korey Coburn	Korey.Coburn@txdot.gov
Asst. Area Engineer: Oscar Chavez	Oscar.Chave@txdot.gov
Design Manager: Jana Robinson	Jana.Robinson@txdot.gov

Questions may be submitted via the Letting Pre-Bid Q&A web page. The webpage can be accessed from the Notice to Contractors dashboard located at the following Address: https://tableau.txdot.gov/views/ProjectInformationDashboard/NoticetoContractors

All contractor questions will be reviewed by the Engineer. All questions and any corresponding responses that are generated will be posted through the same Letting Pre-Bid Q&A web page.

The Letting Pre-Bid Q&A web page for each project can be accessed by using the dashboard to navigate to the project you are interested in by scrolling or filtering the dashboard using the controls on the left. Hover over the blue hyperlink for the project you want to view the Q&A for and click on the link in the window that pops up.

General:

Plans are required for this project. Plans may be obtained from one of the plan companies listed in the "Special Notice to Contractors", or viewed at Texas Department of Transportation's (TxDOT's) Internet site at http://www.dot.state.tx.us/business/plansonline/agreement.htm

Contract Prosecution: Each contract awarded by the Department stands on its own and as such, is separate from other contracts. A Contractor awarded multiple contracts must be capable and sufficiently staffed to concurrently process and/or execute all contracts and work orders at the same time.

Furnish crew(s) and equipment capable of maintaining work in a continuous manner for the completion of the work listed on the work order. Personnel will be experienced in items of work in the contract, which they will be performing. Safety vests and hard hats will be pre-approved and worn at all times when outside vehicles within the work area. ANSI/ISEA Class 3 Vest/Safety Shirt and Safety Pants are required for flaggers and all personnel working at night.

Provide and maintain a dedicated email address for receipt of work orders and correspondence throughout the term of this contract.

County: Wise, ETC. **Control: 6470-55-001**

Highway: US 380, ETC.

Guard rail, terminal end treatments, and hardware must comply with the 2016 Edition of the AASHTO Manual for Assessing Safety Hardware (MASH).

Prior to mobilizing equipment into the Fort Worth District, all equipment will be clean and free of any debris from prior use in other districts or counties.

Contractor will be responsible for notifying a "one call" center when necessary. It will also be the Contractor's responsibility to notify the City and State for any utility and line locations. Telephone numbers are listed below:

TxDOT Traffic Operations Center (817)-370-3661
City of Fort Worth (Illumination) – (817)-392-8100
DIG TESS 1-(800)-344-8377

Any work within 500 feet of TxDOT traffic signal, illumination systems, and/or ITS system will require the Contractor to contact the TxDOT Fort Worth Signal Shop at (817) 370-6505 at least two (2) working days prior to work.

This is not to be considered a complete list of contacts. Contractor may need to contact additional agencies for utilities and line locations. Provide TxDOT with confirmation tickets of utility and line locates.

Project Description - This project consists of Guardrail and Barrier Cable Installation and Repair on sections of highway within Wise and Jack Counties as shown in the contract and defined in these general notes and specifications. Coordinate all work through the Maintenance Office listed below:

Jack/Wise
1710 W. US 380 Decatur, Texas 76234 (940) 626-3400

Item 4.4. Changes in the Work. This contract may be extended in accordance with SP004---001.

Item 5.5. Cooperation of Contractor. Designate a superintendent in accordance with second paragraph of Article 5.5. Cooperation of Contractor in the Standard Specifications For Construction And Maintenance of Highways, Streets, And Bridges.

Item 5.12.3. Multiple Work Orders. This contract will have multiple and concurrent work orders. No more than four (4) work orders will be issued to be performed at the same time. Work orders will include the location of the work, quantity of work, the number of working days allowed to complete the work order, and the date when the time charges for the work order will begin.

Project Number: RMC 6470-55-001 **Sheet 3**C

County: Wise, ETC. **Control: 6470-55-001**

Highway: US 380, ETC.

Item 7.2.4. Public Safety and Convenience. Personal vehicles will not be parked within the right-of-way at any time, including any section closed to the traveling public.

Operations will be curtailed or halted during special events that may result in delays or congestion to the traveling public.

No work that restricts or interferes with traffic shall be allowed from 3:00 pm on the day preceding the Holiday or Event to 9:00 am on the day after the Holiday or Event. The following Holiday/Event lane closure restriction requirements apply to this project:

Holiday Lane Closure Restrictions	
New Year's Eve and New Year's Day (December 31 through January 1)	3 PM December 30 through 9 AM January 2
Easter Holiday Weekend (Friday through Sunday)	3 PM Thursday through 9 AM Monday
Memorial Day Weekend (Friday through Monday)	3 PM Thursday through 9 AM Tuesday
Independence Day (July 3 through July 5)	3 PM July 2 through 9 AM July 6
Labor Day Weekend (Friday through Monday)	3 PM Thursday through 9 AM Tuesday
Thanksgiving Holiday (Wednesday through Sunday)	3 PM Tuesday through 9 AM Monday
Christmas Holiday (December 23 through December 26)	3 PM December 22 through 9 AM December 27

No lane closures within approximately 1 mile proximity (based on potential impact) of major retail traffic generators (i.e. malls) (Thanksgiving Day through January 2). This includes the events listed below:

Event Lane Closure Restrictions 3 PM the day preceding Event to 9 AM the day after the Event	
NASCAR Nationwide and Sprint Cup Series (Held in late March/early April & Late October/early November)	Indy Series Racing and NASCAR Truck Series (Held in June)

The above list of events is not all inclusive and should be added to or adjusted as needed. When deemed necessary, the Engineer will modify the list of major events when new events develop, existing events are rescheduled, or when warranted.

Modifications to Lane Closure / Work Restrictions:

Submit a request in writing for approval by the Engineer a minimum of 10 days in advance of implementing a change to lane closure restrictions.

When deemed necessary, the Engineer will lengthen, shorten, or otherwise modify lane closure restrictions as traffic conditions warrant.

Item 8.1. Prosecution of Work. Notification of work will be executed by work order on a callout basis. This contract has non-site-specific work.

Notification of work will be executed by work order. This contract will have multiple and concurrent work orders. No more than four (4) work orders will be issued to be performed at the same time.

Upon issuance of the initial work order all work orders thereafter shall begin operations within seventy-two (72) hours after verbal and/or written notification.

Upon verbal notification for emergency work, set up and maintain traffic control within 4 hours and begin operations within 6 hours.

Working days for work orders will be calculated by dividing quantities by production rate. A fraction of the day will be rounded up to the next whole number. If the total number of working days is not used during the completion of the work order the working days will not be carried forward to a subsequent work order. Each work order will define the total number of working days for that work order as defined in Section 8.3.1.4. Standard Work Week in the Standard Specifications For Construction And Maintenance Of Highways, Streets, And Bridges.

The Engineer has the right to grant additional time or terminate a work order if inordinate amounts of adverse weather conditions occur. These conditions may be roadway icing, excessive rainfall, or any other weather condition that could prevent the contractor from completing a work order in the time specified. If a work order is terminated, the Contractor will only be paid for the work that has been satisfactorily completed on the work order.

Project Number: RMC 6470-55-001 **Sheet 3**E

County: Wise, ETC. **Control: 6470-55-001**

Highway: US 380, ETC.

Item 8.3.2. Restricted Work Hours. Perform work as shown below, unless otherwise approved:

Daytime Work
Sunrise to Sunset Monday – Friday Saturday-Optional
Excluding National Holidays

The contractor has the option of working on Saturdays or State holidays with forty-eight (48) hour advance notice. Work on Sundays or National holidays will not be permitted without written permission from the Engineer.

Working day charges for nighttime work will be charged against the night in which work begins.

Item 8.5. Project Schedules. Prepare the schedules as a Bar Chart. Schedules must be submitted by the twentieth (20th) day of every month.

Item 8.6. Failure to Complete Work on Time. The response time specified in the contract is an essential element. Liquidated damages will be assessed when the Contractor fails to begin work within the specified response times for any Item(s). The dollar amount specified in this contract will be deducted from any money due or to become due for any Items(s) and will continue to be deducted for each day until work begins. This amount will be assessed not as a penalty, but as liquidated damages.

Failure to complete a project in the working days specified in the work order, time charges will continue for each working day until work is completed for that work order. The amount assessed for liquidated damages will be based on the total value of the original contract, in accordance with Special Provision 000-018 not the estimated amount on individual work orders.

When a minimum production rate is shown in the plans, liquidated damages will be charged for each working day the minimum production rate is not met.

Item 500. Mobilization. Mobilization for callout work will be paid for each callout work request.

For Contracts with emergency mobilization, provide a person and method of contact available 24 hrs. a day, 7 days a week unless otherwise shown on the plans. The time of notice will be the transmission time of the written notice or notice provided orally by the Department's representative.

County: Wise, ETC. **Control: 6470-55-001**

Highway: US 380, ETC.

Item 502. Barricades, Signs, and Traffic Handling. Provide equipment such as trucks, trailers, autos, etc., with highly visible omni-directional warning flashing lights. These lights will be used within the work zone at all times. Provide forward facing arrow panel on lead vehicles when working in continuous turn lanes. The Engineer will approve all equipment and vehicles prior to use.

All traffic control, with the exception of Item 505 Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA), is subsidiary to the various bid items in accordance with Section 502.4.1.6 Contracts with Callout Work and Work Orders in the 2024 Standard Specifications For Construction And Maintenance Of Highways, Streets, And Bridges.

Mount signs on their own stands. Attach two (2) brightly colored safety flags to each sign. Do not hang or lean signs on or against any other signpost or delineator post. Erect signs in such a manner that they will not obstruct the traveling public's view of normal roadway signing or obstruct sight distance at intersections or curves.

Shadow vehicles equipped with Truck-Mounted Attenuators (TMA's) are required as shown on all Traffic Control Plan (TCP) Standards. Striping will be required on the back panel of truck mounted attenuators and will be 8 inches of red and white stripes placed on an inverted "V" design. Sheeting will conform to departmental material Specification D-9-8300, Type "C".

Provide signing and traffic control in compliance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD), latest edition, and the appropriate traffic control method as outlined in the TMUTCD, and elsewhere in the plans.

Portable Changeable Message Signs (PCMS) shown on the Traffic Control Plan (TCP) Standards as "optional" will be required on this contract. Additional PCMS may be required and will be paid for under the appropriate bid item. PCMS shall be placed a minimum of 48 hours advance of work on all roadways, and 7 days in advance of work on Tier 1 roadways.

Lane closures will be required on roadways as indicated in the plans and will be a maximum of two (2) miles from beginning of taper to end of closure. Lane closures will also be required on roadways allowing mobile operations in areas with inadequate field of view as determined by the Engineer.

Provide a Department Approved Truck Mounted Attenuator (TMA) behind all equipment overhanging roadway travel lanes. Trailer all slow-moving vehicles (designed to operate 25mph or less) crossing freeway main lanes.

Dedicated personnel must be on duty to maintain barricades.

Equipment and materials will not be left within thirty feet (30') of the travel lane during non-working hours.

Project Number: RMC 6470-55-001 **Sheet 3G**

County: Wise, ETC. **Control: 6470-55-001**

Highway: US 380, ETC.

Submit a lighting plan for nighttime work for TxDOT review and approval.
Provide Multi-Directional Lighting Device (MDLD) for nighttime work with the following quality requirements:

- Provide a 2000-watt (minimum) SIROCCO lighting balloon, Airstar lighting or equivalent
- It is the intent of the MDLD lighting to supplement the Portable Road Light and Power Unit used to illuminate work areas during night work hours.
- Provide MDLD units which can self-inflate and illuminate approximately 15,000 sq. ft.
- Provide MDLD units of 1.1-meter horizontal diameter and capable of withstanding 60 mph winds when fully inflated and operating.
- Provide MDLD units with two (2) 1,000-watt halogen bulbs recommended by the manufacturer.

Item 502.4.2. Law Enforcement Personnel. If off-duty uniformed police officers are to be used during daytime hours, obtain prior approval from the Engineer. Nighttime closures will require off-duty uniformed police officer(s). All off-duty uniformed police officers will have marked police vehicle(s) with jurisdiction and full police power in the city or county where the work is being performed. Determine and agree upon the number of off-duty uniformed police officers in advance of the work. Off-duty police officers will be paid for through force account. Fill out Form 318 "Daily Report on Law Enforcement" to check against invoice for officers.

Item 505. Truck Mounted Attenuators (TMA). The total number of truck mounted attenuators (TMA) required when utilizing the traffic control standards are shown in the tables below.

TCP 1 Series	Scenario	Required TMA
(1-1)-18	All	1
(1-2)-18	All	1
(1-3)-18	A	1
	B	2
(1-4)-18	All	1
(1-5)-18	All	1
(1-6)-18	All	1

TCP 2 Series	Scenario	Required TMA
(2-1)-18	All	1
(2-2)-18	All	1
(2-3)-23	A	1
	B	2
(2-4)-18	All	1
(2-5)-18	All	1
(2-6)-18	All	1

TCP 6 Series	Scenario	Required TMA
(6-1)-12	A	1
	B	2
(6-2)-12	All	1
(6-3)-12	All	1
(6-4)-12	A	1
	B	2
(6-5)-12	A	1
	B	2
(6-6)-12	All	1 Per Lane

Shadow vehicles equipped for truck mounted attenuators (TMA) for mobile and stationary operations must be available for use at any time as determined by the Engineer.

The Contractor will be responsible for determining if one or more of these operations will be ongoing at the same time to determine the total number of TMA needed for the project for those times per plan requirements. Additional TMAs used that are not specified in the plans in which the Contractor expects compensation will require prior approval from the Engineer.

The Department may furnish TMA's and other traffic control devices on this contract at the Engineer's discretion, if it is in the best interest of the State.

Item 540. Metal Beam Guard Fence Realignment. Installation of new rail, posts, blockouts, terminal anchors sections and single guardrail terminals / guardrail end terminals.

Realignment of existing rail, which requires new post holes, will be paid for under Item 540. Metal Beam Guard Fence Realignment in the 2024 Standard Specifications For Construction And Maintenance Of Highways, Streets, And Bridges.

Guardrail end treatments shall be defined as either SGT or GET.

For non-typical applications of Thrie-Beam connection to bridge ends, a Detailed Plan Sheet will be provided by TxDOT on an as needed basis.

Item 542. Removing Metal Beam Guard Fence. This bid item is to be used at locations where the metal beam guard fence is removed and not replaced as directed or at locations where the metal beam guard fence is removed and upgraded to current standards as directed.

Removal of metal beam guard fence to be repaired or replaced in like kind will be paid for under Item 770 "Guard Fence Repair".

Item 658. Delineator and Object Marker Assemblies. Delineators and appropriate stickers will not be paid for directly but will be subsidiary to the various bid items, except for the object marker on SGT and GET Impact Head.

Item 770. Guard Fence Repair. Repair, remove, and/or replace existing rail, posts, blockouts, terminal anchor sections, and single guardrail terminals. The Engineer will determine whether the damaged Guard Fence will be repaired or whether to upgrade the installation to current standards using other items of work.

When placing the components of the SGT, tightening the cables will be subsidiary to replacing them.

Adjust the depth of each guardrail post as necessary to maintain the uniform top alignment of all posts in each line of guardrail. Contractor will also drill holes in the guardrail posts as necessary to maintain proper vertical alignment of the metal beam rail element.

Item 771. Repair Cable Barrier System. Cable Barrier Systems from two (2) different manufacturers exist within the work limits. The Contractor shall not interchange materials, components, or recommendations from different manufacturers.

Repair cable barrier systems in accordance with manufacturer's recommendations as shown on the detail sheets for each type of system.

Item 774. Attenuator Repair. Remove and replace with a MASH compliant system as directed. Do not repair the attenuator within the right-of-way. Remove and take the attenuator to the warehouse yard. Once the damaged attenuator is at the warehouse yard, the Contractor has one week to make repairs and install the attenuator. The Contractor will be responsible for any equipment needed to load and unload attenuators.

Repair (REACT) is described as repositioning the unit. The Contractor will reposition the REACT 350 according to the manufacturer's recommendations. The instruction manual may be obtained from the Inspector.

If concrete is needed, furnish Class "A" Concrete in accordance with Item 421. This will not be paid directly but will be subsidiary to this item.

CONTROL : 6470-55-001
PROJECT : RMC - 647055001
HIGHWAY : US0380
COUNTY : WISE

TEXAS DEPARTMENT OF TRANSPORTATION

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

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

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION SEPTEMBER 1, 2024. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
ITEM 500 MOBILIZATION
ITEM 503 PORTABLE CHANGEABLE MESSAGE SIGN
ITEM 505 TRUCK-MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)
ITEM 540 METAL BEAM GUARD FENCE <421><441><445><529>
ITEM 542 REMOVING METAL BEAM GUARD FENCE
ITEM 770 GUARD FENCE REPAIR <429><441><445><448><540><542><544>
ITEM 771 REPAIR CABLE BARRIER SYSTEM <543>
ITEM 772 POST AND CABLE FENCE <421>
ITEM 774 ATTENUATOR REPAIR <448>

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED HEREON WHEREVER IN CONFLICT THEREWITH.

SPECIAL PROVISION "NONDISCRIMINATION" (000---001)
SPECIAL PROVISION "NOTICE OF CONTRACTOR PERFORMANCE EVALUATIONS" (000---016)
SPECIAL PROVISION "CERTIFICATE OF INTERESTED PARTIES (FORM 1295)" (000---017)
SPECIAL PROVISION "IMPORTANT NOTICE TO CONTRACTORS" (000---018)
SPECIAL PROVISION TO ITEM 4 (004---003)
SPECIAL PROVISION TO ITEM 8 (008---001)

SPECIAL SPECIFICATIONS:

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH
------- PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

CHILD SUPPORT STATEMENT

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 not ineligible 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.

CONFLICT OF INTEREST CERTIFICATION

Pursuant to Texas Government Code Section 2261.252(b), the Department is prohibited from entering into contracts in which Department officers and employees have a financial interest.

By signing the Contract, the Contractor certifies that it is not prohibited from entering into a Contract with the Department as a result of a financial interest as defined under Texas Government Code Section 2261.252(b), and that it will exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict of interest with the Department.

The Contractor also certifies that none of the following individuals, nor any of their family members within the second degree of affinity or consanguinity, owns 1% or more interest or has a financial interest as defined under Texas Government Code Section 2261.252(b) in the Contractor:

- Any member of the Texas Transportation Commission; and
- The Department's Executive Director, General Counsel, Chief of Procurement and Field Support Operations, Director of Procurement, and Director of Contract Services.

Violation of this certification may result in action by the Department.

E-VERIFY CERTIFICATION

Pursuant to Texas Transportation Code §223.051, all TxDOT contracts for construction, maintenance, or improvement of a highway must include a provision requiring Contractors and subcontractors to use the U.S. Department of Homeland Security's E-Verify system to determine employment eligibility. By signing the contract, the Contractor certifies that prior to the award of the Contract:

- the Contractor has registered with and will, to the extent permitted by law, utilize the United States Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of all persons hired to perform duties within Texas during the term of the agreement; and
- the Contractor will require that all subcontractors also register with and, to the extent permitted by law, utilize the United States Department of Homeland Security's E-Verify system during the term of the subcontract to determine the eligibility of all persons hired to perform duties within Texas during the term of the agreement.

Violation of this requirement constitutes a material breach of the Contract, subjects a subcontractor to removal from the Contract, and subjects the Contractor or subcontractors to possible sanctions in accordance with Title 43, Texas Administrative Code, Chapter 10, Subchapter F, "Sanctions and Suspension for Ethical Violations by Entities Doing Business with the Department."

Certification Regarding Disclosure of Public Information

Pursuant to Subchapter J, Chapter 552, Texas Government Code, contractors executing a contract with a governmental body that results in the expenditure of at least $1 million in public funds must:

1) preserve all contracting information* as provided by the records retention requirements applicable to Texas Department of Transportation (TxDOT) for the duration of the contract,
2) on request of TxDOT, promptly provide any contracting information related to the contract that is in the custody or possession of the entity, and
3) on completion of the contract, either:
    A. provide, at no cost to TxDOT, all contracting information related to the contract that is in the custody or possession of the entity, or
    B. preserve the contracting information related to the contract as provided by the records retention requirements applicable to TxDOT

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By entering into Contract, the Contractor agrees to:

- provide, or make available, to TxDOT and any authorized governmental investigating or auditing agency all records, including electronic and payment records related to the contract, for the same period provided by the records retention schedule applicable to TxDOT, and
- ensure that all subcontracts include a clause requiring the same.

* As defined in Government Code §552.003, "Contracting information" means the following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor:

1) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body;
2) solicitation or bid documents relating to a contract with a governmental body;
3) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract;
4) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and
5) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.

CERTIFICATION TO NOT BOYCOTT ISRAEL

Pursuant to Texas Government Code §2271.002, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott Israel, as defined in Government Code §808.001, and will not boycott Israel during the term of the contract. This provision applies to a contract that:

1) is with a Contractor that is not a sole proprietorship,
2) is with a Contractor with 10 or more full-time employees, and
3) has a value of $100,000 or more.

By signing the contract, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this contract. “Boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Violation of this certification may result in action by the Department.

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

Pursuant to Texas Government Code §2274.002, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott energy companies, as defined in Government Code §809.001, and will not boycott energy companies during the term of the contract. This provision applies to a contract that:

1) is with a Contractor that is not a sole proprietorship,
2) is with a Contractor with 10 or more full-time employees, and
3) has a value of $100,000 or more.

By signing the contract, the Contractor certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. “Boycott” means taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (2) does business with a company described by (1).

Violation of this certification may result in action by the Department.

CERTIFICATION TO NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS

Pursuant to Texas Government Code §2274.002, the Department must include a provision requiring a written verification affirming that the Contractor:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Government Code §2274.001, and
2) will not discriminate against a firearm entity or firearm trade association during the term of the contract.

This provision applies to a contract that:

1) is with a Contractor that is not a sole proprietorship,
2) is with a Contractor with 10 or more full-time employees, and
3) has a value of $100,000 or more.

By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include: (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association's status as a firearm entity or firearm trade association.

Violation of this certification may result in action by the Department.

Special Provision to Item 000
Nondiscrimination

1. DESCRIPTION

All recipients of federal financial assistance are required to comply with various nondiscrimination laws, including Title VI of the Civil Rights Act of 1964, as amended (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

The Texas Department of Transportation, as a recipient of federal financial assistance, and under Title VI and related statutes, ensures that no person will on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment in accordance with 42 USC 2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

2. DEFINITION OF TERMS

Where the term "Contractor" appears in the following six nondiscrimination clauses, the term "Contractor" is understood to include all parties to Contracts or agreements with the Department.

3. NONDISCRIMINATION PROVISIONS

During the performance of this Contract, the Contractor agrees as follows.

3.1. **Compliance with Regulations**. The Contractor must comply with the Regulations pertinent to nondiscrimination in federally assisted programs of the United States Department of Transportation 49 CFR 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

3.2. **Nondiscrimination**. The Contractor, regarding the work performed during the Contract, must not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor must not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3.3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, the Contractor must notify each potential subcontractor or supplier of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

3.4. **Information and Reports**. The Contractor must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Recipient or the Department to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor must so certify to the Recipient, or the Department as appropriate, and must set forth what efforts it has made to obtain the information.

3.5. **Sanctions for Noncompliance**. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Recipient must impose such Contract sanctions as it or the Department may

determine to be appropriate, including, but not limited to actions defined in Article 7.1., “Ethics,” or Article 5.1., “Authority of Engineer.”

3.6. **Incorporation of Provisions**. The Contractor must include the provisions of Sections 3.1–3.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor must take such action with respect to any subcontract or procurement as the Recipient or the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Special Provision 000
Important Notice to Contractors

1. GENERAL

In accordance with Texas Transportation Code §223.012, the Engineer will evaluate Contractor performance based on quality, safety, and timeliness of the project.

2. DEFINISIONS

2.1. **Project Recovery Plan (PRP)**. A formal, enforceable plan developed by the Contractor, in consultation with the District, that documents the cause of noted quality, safety, and timeliness issues and specifies how the Contractor proposes to correct project-specific performance deficiencies.

In accordance with 43 TAC §9.23, the District will request a PRP if the Contractor's performance on a project is below the Department's acceptable standards and will monitor the Contractor's compliance with the established plan.

2.2. **Corrective Action Plan (CAP)**. A formal, enforceable plan developed by the Contractor, and proposed for adoption by the Construction Division or Maintenance Division, that documents the cause of noted quality, safety, and timeliness issues and specifies how the Contractor proposes to correct statewide performance deficiencies.

3. CONTRACTOR EVALUATIONS

In accordance with 43 TAC §9.23, the Engineer will schedule evaluations at the following intervals, at minimum:

- interim evaluations at or within 30 days after the anniversary of the Notice to Proceed, for Contracts extending beyond 1 yr. and
- final evaluation, upon project closeout.

In case of a takeover agreement, neither the Surety nor its performing Contractor will be evaluated.

In addition to regularly scheduled evaluations, the Engineer may schedule an interim evaluation at any time to formally communicate issues with quality, safety, or timeliness. Upon request, work with the Engineer to develop a PRP to document expectations for correcting deficiencies.

Comply with the PRP as directed. Failure to comply with the PRP may result in additional remedial actions available to the Engineer under Item 5, "Control of the Work." Failure to meet a PRP to the Engineer's satisfaction may result in immediate referral to the Performance Review Committee for consideration of further action against the Contractor.

The Engineer will consider and document any events outside the Contractor's control that contributed to the failure to meet performance standards or comply with a PRP, including consideration of sufficient time.

Follow the escalation ladder if there is a disagreement regarding an evaluation or disposition of a PRP. The Contractor may submit additional documentation pertaining to the dispute. The District Engineer's decision on a Contractor's evaluation score and recommendation of action required in a PRP or follow-up for noncompliance is final.

4. DIVISION OVERSIGHT

Upon request of the Construction Division or Maintenance Division, develop and submit for Division approval a proposed CAP to document expectations for correcting deficiencies in the performance of projects statewide.

Comply with the CAP as directed. The CAP may be modified at any time up to completion or resolution after written approval of the premise of change from the Division. Failure to meet an adopted or revised adopted CAP to the Division's satisfaction within 120 days will result in immediate referral to the Performance Review Committee for consideration of further action against the Contractor.

The Division will consider and document any events outside the Contractor's control that contributed to the failure to meet performance standards or comply with a CAP, including consideration of sufficient time and associated costs as appropriate.

5. PERFORMANCE REVIEW COMMITTEE

The Performance Review Committee, in accordance with 43 TAC §9.24, will review at minimum all final evaluations, history of compliance with PRPs, any adopted CAPs including agreed modifications, any information about events outside a Contractor's control contributing to the Contractor's performance, and any documentation submitted by the Contractor and may recommend one or more of the following actions:

- take no action,
- reduce the Contractor's bidding capacity,
- prohibit the Contractor from bidding on one or more projects,
- immediately suspend the Contractor from bidding for a specified period of time, by reducing the Contractor's bidding capacity to zero, or
- prohibit the Contractor from being awarded a Contract on which they are the apparent low bidder.

The Deputy Executive Director will determine any further action against the Contractor.

6. APPEALS PROCESS

In accordance with 43 TAC §9.25, the Contractor may appeal remedial actions determined by the Deputy Executive Director.

Special Provision 000
Certificate of Interested Parties (Form 1295)

Submit Form 1295, "Certificate of Interested Parties," in the following instances:

- at Contract execution for Contracts awarded by the Commission,
- at Contract execution for Contracts awarded by the District Engineer or Chief Engineer with an award amount of $1 million or more,
- at any time an existing Contract awarded by the District Engineer or Chief Engineer increases in value to $1 million or more because of changes in the Contract,
- at any time there is an increase of $1 million or more to an existing Contract (e.g., change orders, extensions, and renewals), and
- at any time there is a change to the information in Form 1295, when the form was filed for an existing Contract.

Form 1295 and instructions for completing and filing the form are available on the Texas Ethics Commission website.

Special Provision 000
Important Notice to Contractors

Table 1
Daily Contract Administration Liquidated Damages

For Dollar Amount of Original Contract		Dollar Amount of Daily Contract Administration Liquidated Damages per Working Day
From More Than	To and Including	
0	1,000,000	618
1,000,000	3,000,000	832
3,000,000	5,000,000	940
5,000,000	15,000,000	1,317
15,000,000	25,000,000	1,718
25,000,000	50,000,000	2,411
50,000,000	Over 50,000,000	4,265

In addition to the amount shown in Table 1, the liquidated damages will be increased by the amount shown in Item 8 of the General Notes for Road User Cost (RUC), when applicable.

Special Provision to Item 4
Scope of Work

Item 4, ‘‘Scope of Work,’’ 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 4.4., ‘‘Changes in the Work,’’ is supplemented by the following.

When mutually agreed in writing, the Engineer may extend the Contract if the Contractor has satisfactorily fulfilled the terms and conditions of the Contract. The extension may be for an additional period of 1 yr. and may include additional quantities up to the original bid quantities plus any quantities added by change order. The extension will meet the terms and conditions of the Contract. Execute the extension before the final acceptance of the Contract unless agreed upon by the Engineer. The Contract and the extension will be prosecuted consecutively. Only one extension will be allowed.

Special Provision to Item 8
Prosecution and Progress

Item 8, "Prosecution and Progress," 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 8.6., "Failure to Complete Work on Time," is supplemented by the following.

6.1. **Lane Closure Assessment Fees**. Monetary assessment, as shown on the plans, will be made against the Contractor for any lane closure or obstruction that overlaps into the peak-hour traffic for each time increment shown on the plans or portion thereof, per lane, regardless of the length of lane closure or obstruction.

6.1.1. **Definition of Terms**. For this Contract, the following definitions apply.

6.1.1.1. **Time Increment**. Any continuous defined increment of time or portion thereof for a period beginning at that point when lanes are closed or obstructed by the Contractor's operations.

6.1.1.2. **Assessment Fee**. The amount shown on the proposal for each defined time increment, representing the average cost of interference and inconvenience to the road user for each lane closed or obstructed during peak-hour traffic. The Engineer may allow a proportional fee assessment for closures that do not involve an entire defined time increment.

6.1.1.3. **Closure or Obstruction**. When the Contractor's operations result in a reduced lane width of the travel way or shoulder less than that shown on the plans.

6.1.1.4. **Peak-Hour Traffic Times**. Schedule of days and times described in the General Notes when lane closures or obstructions are not allowed.

6.1.2. **Fee Calculation and Collection**. The assessment fee will be deducted from the amount due to the Contractor on the monthly construction estimate, and thus retained by the Department. The Engineer will determine the time of overlap of lane closures or obstructions for calculating the assessment fee. The fee is based on road user costs and is assessed not as a penalty, but for added expense incurred by the traveling public.

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