Control	**6469-81-001**
Project	**RMC - 646981001**
Highway	**IH0027**
County	**HALE**

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	**6469-81-001**
Project	**RMC - 646981001**
Highway	**IH0027**
County	**HALE**

PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2024 SPECIFICATIONS

WORK CONSISTING OF METAL BEAM GUARD FENCE REPAIR

HALE 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:

FORTY-FOUR THOUSAND (Dollars) **($44,000)**

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	**6469-81-001**
Project	**RMC - 646981001**
Highway	**IH0027**
County	**HALE**

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.

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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	**6469-81-001**
Project	**RMC - 646981001**
Highway	**IH0027**
County	**HALE**

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.				
	104	7006		REMOV CONC (RIPRAP) DOLLARS and CENTS	SY	34.000	1
	134	7006		BACKFILL (TY A) DOLLARS and CENTS	LF	78.000	2
	432	7009		RIPRAP (CONC) (CL B) (6 IN) DOLLARS and CENTS	CY	12.000	3
	500	7002		MOBILIZATION (CALLOUT) DOLLARS and CENTS	EA	12.000	4
	500	7033		MOBILIZATION (EMERGENCY) DOLLARS and CENTS	EA	12.000	5
	505	7001		TMA (STATIONARY) DOLLARS and CENTS	DAY	200.000	6
	540	7002		MTL W-BEAM GD FEN (STEEL POST) DOLLARS and CENTS	LF	50,000.000	7
	540	7005		MTL BEAM GD FEN TRANS (THRIE-BEAM) DOLLARS and CENTS	EA	115.000	8
	540	7006		MTL BEAM GD FEN TRANS (TL2) DOLLARS and CENTS	EA	4.000	9
	540	7015		DOWNSTREAM ANCHOR TERMINAL SEC-TION DOLLARS and CENTS	EA	50.000	10
	540	7016		MTL BM GD FEN TRANS (NON - SYM) DOLLARS and CENTS	EA	14.000	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	7018		MTL W - BEAM GD FEN (LOW FILL CUL-VERT) DOLLARS and CENTS	LF	50.000	12
	540	7028		MTL BM GD FEN TRANS (31"-28") DOLLARS and CENTS	EA	20.000	13
	540	7029		MTL BM GD FEN TRANS (ANCHOR PLATE) DOLLARS and CENTS	EA	30.000	14
	540	7038		MTL W-BEAM GD FEN (NESTED)(STEEL POST) DOLLARS and CENTS	LF	75.000	15
	540	7039		TL-3 31" SHORT RADIUS (COMPLETE) DOLLARS and CENTS	EA	4.000	16
	540	7040		MBGF (W-BEAM) (MED BAR) DOLLARS and CENTS	LF	1,425.000	17
	542	7001		REMOVE METAL BEAM GUARD FENCE DOLLARS and CENTS	LF	50,000.000	18
	542	7002		REMOVE TERMINAL ANCHOR SECTION DOLLARS and CENTS	EA	60.000	19
	542	7004		RM MTL BM GD FENCE TRANS (THRIE-BEAM) DOLLARS and CENTS	EA	2.000	20
	544	7001		GUARDRAIL END TREATMENT (INSTALL) DOLLARS and CENTS	EA	250.000	21
	544	7002		GUARDRAIL END TREATMENT (MOVE & RESET) DOLLARS and CENTS	EA	25.000	22

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	544	7003		GUARDRAIL END TREATMENT (REMOVE) DOLLARS and CENTS	EA	250.000	23
	545	7004		CRASH CUSH ATTEN (REMOVE) DOLLARS and CENTS	EA	2.000	24
	545	7010		CRASH CUSH ATTEN (INSTL)(R)(N)(TL3) DOLLARS and CENTS	EA	2.000	25
	658	7018		INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2 DOLLARS and CENTS	EA	450.000	26
	658	7019		INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2(BI) DOLLARS and CENTS	EA	600.000	27
	658	7036		INSTL DEL ASSM (D-SY)SZ 1(BRF)GF2 DOLLARS and CENTS	EA	300.000	28
	658	7037		INSTL DEL ASSM (D-SY)SZ 1(BRF)GF2(BI) DOLLARS and CENTS	EA	100.000	29
	770	7001		REPLACE RAIL ELEMENT (W-BEAM) DOLLARS and CENTS	LF	2,000.000	30
	770	7006		REPLACE TIMBER POST W/O CONC FND DOLLARS and CENTS	EA	250.000	31
	770	7007		REPLACE STEEL POST W/O CONC FND DOLLARS and CENTS	EA	250.000	32
	770	7008		REPLACE TIMBER POST W/ CONC FND DOLLARS and CENTS	EA	250.000	33
	770	7009		REPLACE STEEL POST W/ CONC FND DOLLARS and CENTS	EA	250.000	34

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	770	7010		REALIGN POSTS DOLLARS and CENTS	EA	100.000	35
	770	7018		REPLACE BLOCKOUT DOLLARS and CENTS	EA	100.000	36
	770	7019		REPAIR STEEL POST WITH BASE PLATE DOLLARS and CENTS	EA	10.000	37
	770	7020		RESET SGT IMPACT HEAD DOLLARS and CENTS	EA	10.000	38
	770	7021		REPLACE SGT OBJECT MARKER DOLLARS and CENTS	EA	10.000	39
	771	7005		REPLACE POSTS (TL-4)(GIBRALTAR) DOLLARS and CENTS	EA	50.000	40
	771	7007		REPLACE POSTS (TL-4)(TRINITY) DOLLARS and CENTS	EA	50.000	41
	771	7010		CABLE SPLICE / TURNBUCKLE (TL-4) DOLLARS and CENTS	EA	5.000	42
	771	7012		REPAIR CONCRETE FOUNDATION (TL-4) DOLLARS and CENTS	EA	5.000	43
	771	7014		REPR OR REPLC CABLE BARR TERM SEC(TL-4) DOLLARS and CENTS	EA	5.000	44
	771	7016		REPLACE CABLE (TL-4) DOLLARS and CENTS	LF	1,000.000	45
	771	7018		CHECK / RE-TENSION CABLE (TL-4) DOLLARS and CENTS	EA	25.000	46

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	771	7020		REPLACE POST HARDWARE (TL-4) DOLLARS and CENTS	EA	25.000	47

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

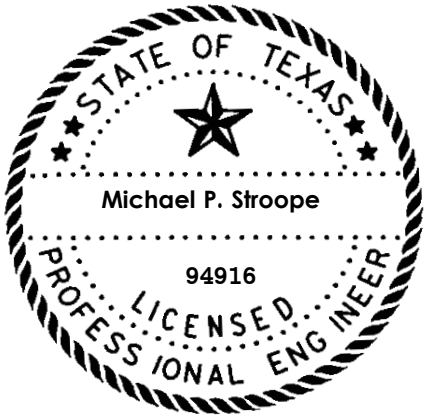
Control **6469-81-001**

Project **RMC - 646981001**

Highway **IH0027**

County **HALE**

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

Michael P. Stroope, P.E.

JULY 03, 2024

GENERAL NOTES:

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

Michael P. Stroope, P.E. – mike.stroope@txdot.gov

Questions may be submitted via the Letting Pre-Bid Q&A web page. This 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 Requirements and Covenants - Items 1 thru 9

Project Description – This project consists of On-Call guardrail installation, upgrade, replacement and/or repair and median cable barrier repair for the Plainview Area Office consisting of Castro, Swisher, Hale, Floyd and Crosby Counties. Items and quantities shown on E&Q sheet are for bidding purposes only. Engineer may overrun or underrun items as needed to complete required work.

Plainview Area Engineer
Heath Bozeman, P.E.
3900 S B LP IH 27
Plainview, TX 79072
PH (806) 293-5484

Castro County Maintenance Supervisor
German Vasquez
1544 S US 385
Dimmitt, TX 79027
PH (806) 647-3361

Swisher County Maintenance Supervisor
Chris Wadlow
7500 E SH 86
Tulia, TX 79088
PH (806) 995-3009

Hale County Maintenance Supervisor
Ruben Ramirez
3900 S B LP IH 27
Plainview, TX 79072
PH (806) 293-5101

Floyd County Maintenance Supervisor
Adolfo Chavarria
708 N 2nd
Floydada, TX 79235
PH (806) 983-3320

Crosby County Maintenance Supervisor
Ben Kautz
100 Avenue E
Ralls, TX 79357
PH (806) 253-2575

Designate in writing the "On the Job Superintendent" authorized to act on behalf of the Contractor. Perform contract work only when the "On the Job Superintendent" is on the job site.

This contract is a work order contract. The Engineer will notify the Contractor through a written work order on approximate quantities of damaged guard fence or end treatments.

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 any or all contracts at the same time.

Notify the responsible TxDOT office by telephone by 9:00 A.M. each morning that work is scheduled. Provide work location and time of arrival or reason for not working that day.

Restore surrounding site features which are damaged during construction operations to a condition as good as or better than that which previously existed. This work is at the Contractor's expense.

Minimize vehicles and equipment in construction areas to lessen the impact on existing vegetation. The intent of the plans is to prepare only that portion of the right-of-way necessary for construction. Excess damage to the vegetation in the right-of-way will be repaired at the Contractor’s expense as directed.

Provide materials from approved sources.

Item 2 – Instructions to Bidders

View the plans on-line or download from the web at:
http://www.dot.state.tx.us/business/plansonline/agreement.htm
Choose "I Agree" then, "Click here", then "State-Let-Construction", pick the letting month, then "Plans" and then choose the plans set.

Order plans from any of the plan reproduction companies shown on the web at:
http://www.dot.state.tx.us/business/contractors_consultants/repro_companies.htm

By signing this proposal, a bidder acknowledges that he/she has a copy of the "Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges", adopted by the Texas Department of Transportation, November 1, 2014. This specification book may be purchased from the Department or downloaded at:
http://www.txdot.gov/business/resources/txdot-specifications.html

Item 4 Scope of Work

If agreed upon in writing by both parties to the contract, the contract may be extended for an additional period of time not to exceed the original contract time period. The extended contract will be for the original bid quantities, terms and conditions plus any applicable change orders. This contract includes non-site specific work. Multiple concurrent work orders will be issued to procure work of the type identified in the contract at locations that have not yet been determined.

For each repair, the Engineer will determine the work to be done and specify this on the work order issued to the Contractor. This includes determining whether the guardrail and associated elements will be upgraded to current standards or not.

Provide a minimum of twenty-four (24) hour notice prior to performing work to the requesting Maintenance Section or appropriate contact person. Failure to provide prior notification may result in nonpayment of work performed.

Work orders will be classified as Emergency or Routine. Emergency work orders will be issued as needed and will take precedence over the routine work orders as determined by the Engineer.

Emergency Work Orders:

Contractor shall be available to make repairs Monday through Friday. Begin work within three (3) working days after notification. If Contractor has not begun within three (3) working days of notification the Contractor will be charged liquidated damages at the rate set forth by this contract per day until the Contractor begins work. Once the Contractor begins work on a work

order the work shall be continuously performed until the work order is completed. Liquidated damages will begin if the Contractor begins the work and leaves before the work order is completed and accepted by the Engineer.

Emergency work will be defined as:

All GET or end treatment repair or replacement
Any disconnect of steel rail element
Any other repairs not listed above as determined by the Engineer to be an emergency

Routine Work Orders:

Contractor shall be available to make repairs Monday through Friday and weekends if directed by the Engineer. Work on Routine Work Orders shall begin within seven (7) calendar days after notification. If Contractor has not begun within seven (7) days of notification the Contractor will be charged liquidated damages at the rate set forth by this contract per day until the Contractor begins work. Once the Contractor begins work on a work order the work shall be continuously performed until the work order is completed. Liquidated damages will begin if the Contractor begins the work and leaves before the work order is completed and accepted by the Engineer.

Item 7. Legal Relations and Responsibilities

Restrict storage of equipment and materials to approved areas. The Engineer will not approve storage in any TxDOT yard.

Dispose of waste generated from servicing equipment on the project properly.

Existing utilities (public, private and TxDOT) are present throughout the project. Investigate to determine the utility locations and use caution when excavating in those areas.

Item 8 Prosecution and Progress

The Engineer will provide an Authorization To Begin Work letter to begin the project charge days.

Maintain ingress and egress to side streets and private property at all times.

This project is to be completed in 365 calendar days in accordance with Section 8.3.1.5, "Calendar Day."

Do not begin work before sunrise or end work after sunset unless authorized by the Engineer, and remove all equipment from the roadway before sundown.

Item 9 Measurement and Payment

Material-on-hand will not be paid on this contract.

Item 500 Mobilization

Mobilization shall be paid for as Mobilization (Callout) or Mobilization (Emergency) as designated by work order.

Item 502 - Barricades, Signs and Traffic Handling

For this project, Barricades, Signs, and Traffic Handling shall be subsidiary to the various bid items.

Furnish and install all signs, barricades and other incidentals necessary for proper traffic control in accordance with part VI of the "Texas Manual on Uniform Traffic Control Devices for Streets and Highways" and barricade and construction standard sheets. Additional signs and barricades as directed by the Engineer will be considered subsidiary to various bid items.

Metal Beam Guard Fence installation, replacement or repair operations on multilane conventional roads, divided highways or controlled access facilities and service roads shall require the closure of the adjacent shoulder and travel lane per the appropriate TCP Standard.

The use of Temporary Rumble Strips in accordance with WZ (RS)-16 shall be used for travel lane closures.

Item 540 Metal Beam Guard Fence

For this project, use composite block outs.

Use a concrete saw to cut existing riprap in order to place metal beam guard fence post(s). This work is considered subsidiary to various bid items.

Use low fill culvert posts when there is less than 44" cover over culvert slab or as directed.

Item 540 shall only be used for the installation of new MBGF or the upgrade of undamaged MBGF.

Item 542 Removing Metal Beam Guard Fence

Items are to be used for the removal of MBGF at the direction of the Engineer that is no longer required or for undamaged MBGF that is being upgraded.

All materials removed become the property of the Contractor. Remove the materials from the project site.

Item 544 Guardrail End Treatments

Reusing parts of damaged GET's will not be allowed, and the damaged GET will be completely removed and replaced with a new unit.

All materials removed become the property of the Contractor. Remove the materials from the project site.

Item 658 Delineator and Object Marker Assemblies

All new installations and repairs will require GF2 post mounted reflectors to be installed in accordance with D&OM standard sheets. Removal of existing GF1 reflectors shall be subsidiary to the installation of new GF2 reflectors.

Item 770 Guard Fence Repair

When repairing damaged metal beam guard fence, post material used will be of the same material that exists at that location. Mixing of steel and wooden posts will not be allowed.

Item 771 Repair Cable Barrier System

The Contractor shall repair/replace cable barrier system components that match existing manufacturer and place in accordance with manufacture recommendations.

The Contractor shall provide a tension meter and use it to verify that repaired or replaced cables are properly tensioned per manufacture specifications. Re-tension the cable(s) when needed. This work will be considered subsidiary to the various bid items.

Item 771-7018 "Check/Re-Tension Cable" shall only be utilized and paid when no other cable barrier repair is required.

For posts not being replaced, straightening of the posts, new spacers and re-threading the cable will be considered subsidiary to the various bid items.

Reflector caps or spacers shall be replaced where required per the manufacturer specifications. Placement of these reflectors shall be considered subsidiary to various bid items.

County	Control Section	Hwy	Limits		System	Type
Hale	0067-04	IH 27	Swisher CL	Plainview	Gibraltar	TL-4
	0067-05	IH 27	Hale Center	Plainview	Trinity	TL-4
	0067-06	IH 27	Lubbock CL	Hale Center	Trinity	TL-4
	0145-05**	US 70	Plainview	Floyd CL	Gibraltar	TL-4
Floyd	0145-06**	US 70	Hale CL	Floydada	Gibraltar	TL-4
	0145-07**	US 62	Floydada	FM 651	Gibraltar	TL-4
Crosby	0131-02/03**	US 62/82	FM 789 (LBB County)	CR 179	Gibraltar	TL-4
	0131-04**	US 82	CR 179	FM 2591	Gibraltar	TL-4
	0131-05**	US 82	FM 2591	Dickens CL	Gibraltar	TL-4
Swisher	0067-02	IH 27	Tulia	Randall CL	Gibraltar	TL-4
	0067-03	IH 27	Hale CL	Tulia	Gibraltar	TL-4

** Cable Barrier to be installed on future projects.

CONTROL : 6469-81-001
PROJECT : RMC - 646981001
HIGHWAY : IH0027
COUNTY : HALE

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 104 REMOVING CONCRETE
ITEM 134 BACKFILLING PAVEMENT EDGES <162><166><168><300><314>
ITEM 432 RIPRAP <247><420><421><431><440>
ITEM 500 MOBILIZATION
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 544 GUARDRAIL END TREATMENTS
ITEM 545 CRASH CUSHION ATTENUATORS <502>
ITEM 658 DELINEATOR AND OBJECT MARKER ASSEMBLIES <445>
ITEM 770 GUARD FENCE REPAIR <429><441><445><448><540><542><544>
ITEM 771 REPAIR CABLE BARRIER SYSTEM <543>

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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