Control	**6474-09-001**
Project	**RMC - 647409001**
Highway	**SH0021**
County	**NACOGDOCHES**

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	**6474-09-001**
Project	**RMC - 647409001**
Highway	**SH0021**
County	**NACOGDOCHES**

PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2024 SPECIFICATIONS

WORK CONSISTING OF DITCH CLEANING AND RESHAPING

NACOGDOCHES 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 75 working 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:

TEN THOUSAND (Dollars) **($10,000)**

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

NOTICE TO CONTRACTORS

FOR THIS PROJECT THE AUDITED FINANCIAL PREQUALIFICATION REQUIREMENT IS WAIVED. ANY CONTRACTOR INTENDING TO BID ON THIS WORK MUST SUBMIT A COMPLETED "BIDDERS QUESTIONNAIRE", WITH ANY ADDITIONAL INFORMATION REQUESTED IN THAT FORM, AT LEAST TEN DAYS PRIOR TO THE LETTING DATE.

CONTRACTORS THAT ARE CURRENTLY PREQUALIFIED BASED ON AN AUDITED FINANCIAL STATEMENT DO NOT NEED TO SUBMIT A "BIDDERS QUESTIONAIRE" SINCE THE NECESSARY INFORMATION IS CONTAINED IN THE AUDITED PREQUALIFICATION DOCUMENTS.

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	**6474-09-001**
Project	**RMC - 647409001**
Highway	**SH0021**
County	**NACOGDOCHES**

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 complete 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	**6474-09-001**
Project	**RMC - 647409001**
Highway	**SH0021**
County	**NACOGDOCHES**

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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PROJECT RMC - 647409001
COUNTY NACOGDOCHES

Proposal Sheet
TxDOT
FORM 234-B I-61-5M

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	164	7033		BROADCAST SEED (PERM_RURAL_SAND) DOLLARS and CENTS	AC	.500	1
	480	7001		CLEAN EXIST CULVERTS DOLLARS and CENTS	EA	30.000	2
	500	7001		MOBILIZATION DOLLARS and CENTS	LS	1.000	3
	505	7001		TMA (STATIONARY) DOLLARS and CENTS	DAY	75.000	4
	506	7039		TEMP SEDMT CONT FENCE (INSTALL) DOLLARS and CENTS	LF	300.000	5
	506	7041		TEMP SEDMT CONT FENCE (REMOVE) DOLLARS and CENTS	LF	300.000	6
	760	7001		DITCH CLEANING AND RESHAPING (FOOT) DOLLARS and CENTS	LF	150,000.000	7

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.

GENERAL NOTES:

PROJECT DESCRIPTION: This project consists of culvert cleaning and cleaning and reshaping ditches.

TXDOT PROJECT SUPERVISORS: All work on this contract will be scheduled and directed by the Maintenance Section Supervisor listed below. Payment will be made monthly for work completed and accepted according to specifications. All payment requests should be directed to the following Maintenance Section Supervisor listed below.

COUNTY	SUPERVISOR	ADDRESS	CONTACT #
Nacogdoches	Clint Norton	918 Industrial Blvd. Nacogdoches, TX 75964	(936) 676-4512

Existing regulatory, warning and guide signs within project limits are to always remain visible to the traveling public. If a sign must be repositioned during construction operations, move, and install the sign to an approved location. Use care when working near existing signs and repair or replace signs damaged by work operations. All work involved repositioning existing signs will be subsidiary to various bid items.

Always provide suitable access to adjacent businesses, private property, and side roads.

Furnish materials and make repairs to the existing roadway at any location damaged by construction operations. This work shall be done in an approved manner and will be subsidiary to various bid items.

Maintain adequate surface drainage throughout the project limits during all phases of construction.

Roadway cross slopes shall conform approximately to the existing surface, unless otherwise directed.

There is a potential for work to be done in environmentally sensitive areas within these maintenance sections. All work shall be performed as directed by the appropriate Maintenance Section Supervisor to avoid impacts to these areas.

Remove dirt, silt, rocks, debris, and other foreign matter that accumulates in structures due to the Contractor's operations as directed. Keep stream channels always open. This work will not be paid for directly but will be subsidiary to pertinent items.

It is the intent of this contract for work to be performed under traffic.

Prior to beginning the repair operations, a preconstruction conference between the Contractor and Engineer will be conducted.

All work shall be verified in the field by the Engineer prior to construction.

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 TxDOT right-of-way necessary for construction.

All workers and/or visitors on TxDOT right-of-way shall wear reflective clothing meeting ANSI Class II requirements during the day and ANSI Class III requirements during the night. Non-compliance with any of these requirements shall be grounds for suspension of work.

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

Preslie Gerland Lauren.Perry@TxDOT.gov
Tamara Gibson Tamara.Gibson@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.

CONTRACT PROSECUTION: Each contract awarded by TxDOT 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.

ITEM 2: INSTRUCTIONS TO BIDDERS

View plans on-line or download from the web at:

http://www.txdot.gov/business/contractors_consultants/plans_online.htm

Order plans from any of the plan reproduction companies shown on the web at:

http://www.txdot.gov/business/contractors_consultants/repro_companies.htm

ITEM 4: SCOPE OF WORK

The contract may be extended if in the judgment of the Engineer, the Contractor has satisfactorily fulfilled the terms and conditions of the contract. The extension must be agreed upon in writing by both parties to the contract and may be extended for an additional period not to exceed the original contract period. The extended contract may be for additional quantities up to the original bid quantities plus any quantities added by an approved change order. The extensions will meet the terms and conditions of the original contract or any mutually agreed modifications to the said terms and conditions by one or more cumulative change orders. The Engineer will set a deadline for completing the agreements. This deadline will be based on the time needed to re-let and award a new contract if no extension is agreed upon.

ITEM 5: CONTROL OF THE WORK

The Contractor shall become knowledgeable of the location of utilities within TxDOT right-of-way and shall use care when working near them.

The Contractor shall be responsible for contacting all utility companies and locating all underground utilities prior to any excavating.

In the event utility lines needing unforeseen adjustments are encountered during construction operations, alter operations, and continue to prosecute the contract in such a manner that will allow utility adjustments to be made by others. An extension of working time may be granted for any delays caused by the utility adjustments if deemed necessary. The Contractor shall use care when working near these utilities so as not to damage them. If damage occurs to utility lines, repairs shall be performed at no additional cost to TxDOT.

ITEM 7: LEGAL RELATIONS AND RESPONSIBILITIES

Dispose of all vegetative matter and any other materials removed from State right of way in accordance with applicable environmental laws, rules, regulations and requirements.

The migratory bird nesting season is March 15 through September 15.

This project utilizes Nationwide Permit (NWP) 3A and 3C maintenance. The following actions are required (Refer to EPIC sheets for details):

1. NWP 3A,C permit pertains to various named and unnamed streams at cross culvert locations.

2. Removal of silt and debris within streams is limited to within 50-ft. of cross culvert ends or end of bridge. Equipment storage and removal of debris or silt shall be placed in upland locations away from the streams.

3. Refer to EPIC 2 of 2 for Nationwide Permit (NWP) 3A and 3C general conditions and requirements.

Contractor to repair or replace in kind, at their own expense, any historic materials damaged (buildings, historical markers, etc.) in the course of executing the work. Contractor is responsible for locating replacement source for historical materials damaged in the course of the work. TxDOT-Environmental Affairs Division is to be informed of proposed repairs to facilitate consultation with Texas Historical Commission prior to the execution of repairs.

NO stockpiling or storage of materials and equipment in areas designated as historical markers and features.

Neches River rose-mallow (federally listed endangered species) Critical Habitat is present within the ROW along SH 21 from 4.78 mi. West of US 59 to 3.70 mi. West of US 59 (Mill Creek Area). The following actions are required:

1. NO stockpiling or storage of materials and equipment within the above roadway limits.

2. NO equipment or vehicle shall leave the pavement within the above roadway limits.

Portion of roadway FM 2782 is within and/or adjacent to the Angelina National Forest. Below are the roadway limits and actions required: FM 2782 from 1.08 mi. South of SH 7 to 2.40 mi. South of SH 7.

1. Maintenance Supervisor shall notify USFS prior to working within the Angelina National Forest Boundaries (ANF).

2. NO stockpiling or storage of materials and equipment within the boundaries of the ANF.

ITEM 8: PROSECUTION AND PROGRESS

For this project, working days will be computed and charged in accordance with Item 8, Section 3.1.4, “Standard Workweek”.

This contract is for 75 working days.

No lane closures will be allowed on days preceding National Holidays unless otherwise approved.

Notify the Engineer or his Representative at least 24 hours prior to beginning work.

Notify the Engineer or his Representative by 8:15 a.m. on any day work will not be performed.

This contract includes callout work; the number of working days will be established in each work order.

The Engineer will specify the number of working days granted for each work order based on a percentage of the dollar amount of the work order versus the total dollar amount of the contract or based on typical production rates for the work ordered.

The Contractor shall be on site within 48 hours for emergency work orders or within five business days for regular work orders.

Verbal notification may be given for the work orders above, however, written notification will be delivered electronically following the verbal notification. Written notification will state the date of verbal approval to begin work.

Notify the Engineer at least 24 hours before proceeding with planned work activities to the requesting Maintenance Section or appropriate contact person. Any work performed without proper notification will not be eligible for payment.

Perform work only as directed by a work order. Any work performed at locations not covered by a work order will not be paid for, unless directly authorized.

Minimum work hours: Minimum work for each call to work will not be less than a one (1) crew eight (8) hour day:

Provide a minimum of a five (5) man crew for the "Hydraulic Excavator Only Section". This crew will consist of two (2) Flaggers, one (1) Hydraulic Excavator Operator, and two (2) Dump Truck Operators.

Provide a minimum of a six (6) man crew for the Blade with Loader portion of a "Hydraulic Excavator and Blade with Loader Section". This crew will consist of two (2) Flaggers, one (1) Blade Operator, one (1) Loader Operator and two (2) Dump Truck Operators.

Provide a minimum of an eleven (11) man crew consisting of a five (5) man crew and a six (6) man crew as listed above when both halves of "Hydraulic Excavator and Blade with Loader Section" are operating at the same time unless otherwise allowed by the Engineer.

Provide appropriate equipment for each operator above:

Hydraulic Excavator: The equipment shall consist of a hydraulic excavator with a retractable, telescoping, rotatable boom and attached interchangeable excavating or grading bucket of not less than 60-inch width. The entire excavating mechanism shall be mounted on a platform which rotates on a turntable assembly. Excavator must have rubber tires, rubber tracks or rubber pads to avoid pavement damage.

Blade: Provide a motor grader capable of effectively prosecuting the work of reshaping earthen fore slopes down to flow line of ditch and windrowing excess material along edge of pavement.

Loader: Provide a tractor mounted front-end loader capable of effectively prosecuting the work of loading the surplus material from the blading operation into 12-yard dump trucks.

Dump Trucks: Provide 12-yard dump trucks equal in number to the dump truck operators above.

ITEM 9: MEASUREMENT AND PAYMENT

This Contract includes callout work. In accordance with Article 9.2., "Plans Quantity Measurement", plans quantity measurement requirements are not applicable. The quantities shown are for estimates only and payment will be based on the actual quantities placed.

NONCOMPLIANCE PENALTY – A penalty will be assessed for each instance the contractor is in noncompliance. A noncompliance instance is defined by the following:

- The contractor fails to begin work at the specified time and/or location(s).
- The contractor does not have all the personnel and pieces of equipment necessary to fulfill the requirement of the item(s) called out at the specified time and/or location(s)
- The contractor does not complete the work continuously, unless approved by the Engineer.

The Noncompliance penalty will be deducted from any money due or to become due for any completed item(s) or work. The Noncompliance Penalty will be assessed as follows: $250 per instance, per location, and per day until the contractor returns to a state of compliance.

ITEM 166: FERTILIZER

Fertilize all seeded or sodded areas.

ITEM 480: CLEANING EXISTING CULVERTS

Certain box culverts will require cleaning to remove silt and other debris. Waters carried by these box culverts have been determined to be waters of the United States and are under jurisdiction of the U.S. Army Corps of Engineers. Silt and other debris removal shall be immediately hauled to an upland location for dumping. Material will not be side cast into either the water channel or its banks. Removal of the sediment is limited to the minimum necessary to restore the waterway to its configuration when the structure was built. No work will be allowed outside of the right of way.

ITEM 502: BARRICADES, SIGNS, AND TRAFFIC HANDLING

Ensure the Contractor's Responsible Person (CRP) for Barricades, Signs and Traffic Handling is always available and able to receive instructions from the Engineer or authorized TxDOT representative. The CRP shall be a person that is usually at the project site during normal working hours.

For protection of the traveling public, direct traffic through the work area using signs, flaggers, and other devices. Required signs are shown in the plans on the Barricade and Construction Standards and Traffic Control Plan Sheets. The latest edition of the "Texas Manual on Uniform Traffic Control Devices" shall also be used as a guide for handling traffic on this project.

Unless otherwise approved, use an advance warning, flashing arrow panel in addition to the necessary signs, barricades, or other traffic control devices at the work area.

Restrict construction work to single lane widths with only minor disruptions in traffic flow. Lane closures shall conform to the Traffic Control Plan for lane closures as shown in the plans. No overnight closures will be permitted.

Limit lane closures for multilane roads (4 or more lanes) to 2 mi. in length, unless otherwise approved.

Limit lane closures for 2 lane roads to 1 mi. in length, unless otherwise approved.

Lane closure lengths can exclude the end tapers.

Plan the sequence of work to minimize the time lane closures are in place. Install lane closures only where construction operations are anticipated to start within 1 hr. and limited to the amount of lane that can be reached by the construction activity within 2 hr. unless otherwise approved.

Provide flashing arrow panels to supplement required signs and devices for lane closures.

Provide temporary rumble strips as shown on work zone rumble strip standards. Temporary rumble strips shall be a product listed on the Compliant Work Zone Traffic Control Devices and shall be a two-piece rumble strip that hinges in the middle.

Provide a pilot car to lead traffic through the work area. The pilot car will not be paid for directly but will be subsidiary to various bid items.

Install “Be Prepared to Stop” (CW3-4) and “Flagger Ahead” (CW20-7aD) signs when flaggers are present. Position the signs where good visibility and traffic control can be maintained.

When directed, use a flashing arrow board in addition to the required signs to warn motorists of flaggers.

Provide adequate flaggers to protect the traveling public. All flaggers shall wear approved hardhats and reflective safety vests while flagging. Safety vests shall be clean and worn fully fastened.

Use additional flaggers at roadway intersections to direct traffic entering the work area, when deemed necessary by the Engineer.

Open all traffic lanes to traffic at the close of work each day.

Provide one high-intensity yellow, rotating dome-light on all equipment such as distributors, spreader boxes, lay-down machines, dump trucks, rollers, backhoes, road graders, loaders, etc. within the work zone. Mount lights high enough to be visible from all directions and operating when the equipment is in the work zone. On all other equipment such as automobiles, trailers, etc. use emergency flashers while within the work zone.

Restrict construction operations so that no drop off along the edge of pavement will remain overnight.

Notify the Engineer prior to placing any materials or equipment on the right of way. Locate equipment, stockpiles or other materials not in use as far as possible from the driving lanes and in no case closer than 30 ft. unless otherwise authorized. Any equipment, stockpiles, or materials placed within 30 ft. of the driving lane must have adequate signs, barricades or other warning devices as approved. As a minimum place an 8 ft. wide TY III Barricade or barrels on the approach side of each site that is within 30 ft. of the driving lane. Use TY III Barricade or barrels for the site similarly on the departure side if the location is within 30 ft. of the opposing traffic lane.

The Contractor Force Account "Safety Contingency" that has been established for this project is intended to be utilized for work zone enhancements, to improve the effectiveness of the Traffic Control Plan, that could not be foreseen in the project planning and design stage. These enhancements will be mutually agreed upon by the Engineer and the Contractor's Responsible Person based on weekly or more frequent traffic management reviews on the project. The Engineer may choose to use existing bid items if it does not slow the implementation of enhancement.

Texas Transportation Code 547.105 authorizes the use of warning lights to promote safety and provides an effective means of gaining the travelling public's attention as they drive in areas where construction crews are present. To influence the public to move over when high risk construction activities are taking place, minimize the utilization of blue warning lights. These lights must be used only while performing work on or near the travel lanes or shoulder where the travelling public encounters construction crews that are not protected by a standard work zone set up such as a lane closure, shoulder closure, or one-way traffic control. Refrain from leaving the warning lights engaged while travelling from one work location to another or while parked on TxDOT right-of-way away from the pavement or a work zone.

ITEM 505: TRUCK MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)

The contractor will be responsible for determining if multiple stationary operations will be ongoing at the same time to determine the total number of TMAs needed for the project.

The TMA/TA used for installation/removal of traffic control for a work area will be subsidiary to the TMA/TA used to perform the work.

ITEM 506: TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

The proposed work of this project is to restore as-built hydraulic capacity to various roadways within the Nacogdoches Maintenance Section by reshaping ditches and cleaning culverts. This activity maintains the original line and grade, hydraulic capacity, and original purpose of the site. Therefore, this project meets the definition of a routine maintenance activity as defined in the TPDES General Permit No. TXR150000 effective March 5, 2023 and TCEQ's TPDES CGP does not apply.

The Best Management Practices for this project shall include using the following erosion and sediment control measures as directed:

1. Temporary Sediment Control Fence

2. Temporary and Permanent Seeding

Other erosion or sediment control measures deemed necessary by the Engineer will be paid for in accordance with article 4.4, “Changes in the Work”.

Place temporary sediment control fence at locations as directed.

ITEM 760: DITCH CLEANING AND RESHAPING (FOOT)

Finish all front slopes to a 6:1 slope and all back slopes to a 4:1 slope, unless otherwise directed.

Assume ownership of all excavated material and immediately remove from the highway right-of-way to sites suitable for disposal at no cost to TxDOT.

CONTROL : 6474-09-001
PROJECT : RMC - 647409001
HIGHWAY : SH0021
COUNTY : NACOGDOCHES

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 164 SEEDING FOR EROSION CONTROL <162><166><168>
ITEM 480 CLEANING EXISTING CULVERTS
ITEM 500 MOBILIZATION
ITEM 505 TRUCK-MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)
ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS <161><432><556>
ITEM 760 CLEANING AND RESHAPING DITCHES

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 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.

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