Control	**6468-04-001**
Project	**MMC - 646804001**
Highway	**SH0021**
County	**HAYS**

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	**6468-04-001**
Project	**MMC - 646804001**
Highway	**SH0021**
County	**HAYS**

PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2024 SPECIFICATIONS

WORK CONSISTING OF HOT-MIX COLD-LAID

HAYS 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-TWO THOUSAND (Dollars) **($42,000)**

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 10 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. 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.
3. 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 10 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

FOR THIS PROJECT THE AUDITED FINANCIAL PREQUALIFICATION REQUIREMENT IS WAIVED. ANY CONTRACTOR INTENDING TO BID ON THIS WORK MUST SUBMIT A COMPLETED "MATERIALS SUPPLIER'S 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 "MATERIALS SUPPLIER'S QUESTIONNAIRE" SINCE THE NECESSARY INFORMATION IS CONTAINED IN THE AUDITED PREQUALIFICATION DOCUMENTS.

UNIT PRICES MUST BE SUBMITTED IN ACCORDANCE WITH ITEM 10 OF THE STANDARD SPECIFICATIONS OR SPECIAL PROVISION TO ITEM 10 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	**6468-04-001**
Project	**MMC - 646804001**
Highway	**SH0021**
County	**HAYS**

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	**6468-04-001**
Project	**MMC - 646804001**
Highway	**SH0021**
County	**HAYS**

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.				
	8013	7002		HMCL ACP TYPE B (DEL)(SITE 1) DOLLARS and CENTS	TON	1,200.000	1
	8013	7003		HMCL ACP TYPE B (DEL)(SITE 2) DOLLARS and CENTS	TON	2,000.000	2
	8013	7004		HMCL ACP TYPE B (DEL)(SITE 3) DOLLARS and CENTS	TON	2,000.000	3
	8013	7005		HMCL ACP TYPE B (DEL)(SITE 4) DOLLARS and CENTS	TON	1,000.000	4
	8013	7006		HMCL ACP TYPE B (DEL)(SITE 5) DOLLARS and CENTS	TON	1,200.000	5
	8013	7007		HMCL ACP TYPE B (DEL)(SITE 6) DOLLARS and CENTS	TON	4,800.000	6
	8013	7017		HMCL ACP TYPE D (DEL)(SITE 1) DOLLARS and CENTS	TON	600.000	7
	8013	7018		HMCL ACP TYPE D (DEL)(SITE 2) DOLLARS and CENTS	TON	2,400.000	8
	8013	7019		HMCL ACP TYPE D (DEL)(SITE 3) DOLLARS and CENTS	TON	2,400.000	9
	8013	7020		HMCL ACP TYPE D (DEL)(SITE 4) DOLLARS and CENTS	TON	1,000.000	10
	8013	7021		HMCL ACP TYPE D (DEL)(SITE 5) DOLLARS and CENTS	TON	1,920.000	11
	8013	7022		HMCL ACP TYPE D (DEL)(SITE 6) DOLLARS and CENTS	TON	4,400.000	12

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:

GENERAL

Work under this contract consists of **Hot Mix Cold-Laid Asphalt Concrete Pavement Material Delivery** at various locations in **Bastrop, Caldwell, Hays, Lee, Travis, and Williamson Counties**.

Each contract awarded by the Department stands on its own 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.

Coordinate work through Maintenance Supervisor:

Bastrop	Robert Wilson	512-359-6914	Robert.Wilson@txdot.gov
Caldwell	Michael Self	512-398-2412	Michael.Lynn.Self@txdot.gov
Hays	Jesse Serna	512-353-1061	Jesse.Serna@txdot.gov
Lee	Marcus Snowden	512-253-6070	Marcus.Snowden@txdot.gov
Travis East & Central	Greg Stephens	512-997-2267	Gregory.Stephens@txdot.gov
Travis North	Anthony Reitan	512-331-5361	Anthony.Reitan@txdot.gov
Travis South	Ronald Switzer	512-627-9874	Ronald.Switzer@txdot.gov
Williamson East	Jackie Volek	512-365-5254	Jackie.Volek@txdot.gov
Williamson West	Douglas Havins	512-930-6018	Douglas.Havins@txdot.gov

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

Pre-Bid Contact List
District Maintenance gisel.carrasco@txdot.gov

Questions and requests for documents will be accepted via the Letting Pre-Bid Q&A web page. 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. This webpage can be accessed from the Notice to Contractors dashboard located at the following Address:
https://tableau.txdot.gov/views/ProjectInformationDashboard/NoticetoContractors

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.

SECTION 10. 2 - INSTRUCTIONS TO BIDDERS

This project includes plan sheets that are not part of the bid proposal. View or download plans at:

https://www.dot.state.tx.us/business/plansonline/ftpinfo.htm

SECTION 10.4 – SCOPE OF WORK
Prior to beginning operations, the Department will arrange a coordination call between representatives of the Department and the Contractor. In this meeting, the representatives from all parties will discuss the Contract, proposed procedures, and plans for performing the work while providing safe passage for traffic at all times. Specifications, unusual conditions, and other pertinent items regarding the work will also be discussed. Limit the use of the roadway for the hauling of material to legal loads. Keep the traveled surfaces used in hauling operations free of dirt or other materials.

SECTION 10.8 - PROSECUTION AND PROGRESS
There are 365 calendar days on this contract. Calendar days will be charged in accordance with Article 10.8.2., "Contract Term".

ITEM 520 – WEIGHING AND MEASURING EQUIPMENT
A daily summary spreadsheet will be required for all material delivered.

SS 8013 – HOT-MIX COLD LAID ASPHALT CONCRETE PAVEMENT (MATERIALS ONLY)
Use SAC B or better AC-0.6 for this Item.

Transport truck will deliver material with an end dump trailer/belly dump as specified in the work orders.

CONTROL : 6468-04-001
PROJECT : MMC - 646804001
HIGHWAY : SH0021
COUNTY : HAYS

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.

ITEM 10 MAINTENANCE AND TRAFFIC MATERIALS CONTRACTS

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 "CERTIFICATE OF INTERESTED PARTIES (FORM 1295)" (000---017)

SPECIAL SPECIFICATIONS:

ITEM 8013 HOT-MIX COLD-LAID ASPHALT CONCRETE PAVEMENT (MATERIAL ONLY)

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
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 Specification 8013
Hot-Mix Cold-Laid Asphalt Concrete Pavement (Material Only)

1. DESCRIPTION

Furnish hot-mix cold-laid asphalt material consisting of a compacted mixture of aggregate and asphalt material mixed hot in a mixing plant.

This Specification governs mixtures designed for cold placement, defined as placement temperatures below 175°F.

2. MATERIALS

Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications.

Notify the Engineer of all material sources and before changing any material source or formulation. The Engineer will verify that the Specification requirements are met when the Contractor makes a source or formulation change, and may require a new laboratory mixture design, trial batch, or both. Any subsequent mention of testing in this Specification will not be required by either the Engineer or Contractor unless the Engineer determines a need for the testing.

2.1. **Aggregate**. Furnish aggregates from sources that conform to the requirements shown in Table 1 and in accordance with this Section. Aggregate requirements in this Section, including those shown in Table 1, may be modified or eliminated when shown on the plans. Additional aggregate requirements may be specified when shown on the plans. Provide aggregate stockpiles that meet the definitions in this Section for coarse aggregate, intermediate aggregate, or fine aggregate. Supply aggregates that meet the definitions in Tex-100-E for crushed gravel or crushed stone. The Engineer will designate the plant or the quarry as the sampling location. Provide samples from materials produced for the project. The Engineer will establish the surface aggregate classification (SAC) and perform Los Angeles Abrasion, magnesium sulfate soundness, and Micro-Deval tests. Perform all other aggregate quality tests shown in Table 1. Document all test results in the mixture design report. The Engineer may perform tests on independent or split samples to verify Contractor test results. Stockpile aggregates for each source and type separately. Determine aggregate gradations for mixture design and production testing based on the washed sieve analysis in accordance with Tex-200-F, Part II.

2.1.1. **Coarse Aggregate**. Coarse aggregate stockpiles must have no more than 20% material passing the No. 8 sieve. Aggregates from sources listed in the Department's *Bituminous Rated Source Quality Catalog* (BRSQC) are preapproved for use. Use only the rated values for hot-mix listed in the BRSQC. Rated values for surface treatment (ST) do not apply to coarse aggregate sources used in hot-mix asphalt (HMA).

For sources not listed in the Department's BRSQC:

- build an individual stockpile for each material;
- request that the Department test the stockpile for specification compliance; and
- once approved, do not add material to the stockpile unless otherwise approved.

Provide aggregate from non-listed sources only when tested and approved before use. Allow 30 calendar days for the Engineer to sample, test, and report results for non-listed sources.

Provide coarse aggregate with at least the minimum SAC shown on the plans. The SAC for sources in the Department's *Aggregate Quality Monitoring Program* (AQMP) (Tex-499-A) is listed in the BRSQC.

2.1.1.1. **Blending Class A and Class B Aggregates**. Class B aggregate meeting all other requirements shown in Table 1 may be blended with a Class A aggregate to meet requirements for Class A materials. Ensure that at least 50% by weight, or volume if required, of the material retained on the No. 4 sieve comes from the Class A aggregate source when blending Class A and Class B aggregates to meet a Class A requirement. Blend by volume if the bulk specific gravities of the Class A and Class B aggregates differ by more than 0.300.

2.1.2. **Fine Aggregate**. Fine aggregates consist of manufactured sands, screenings, and field sands. Fine aggregate stockpiles must meet the gradation requirements shown in Table 2. Supply fine aggregates that are free of organic impurities. The Engineer may test the fine aggregate in accordance with Tex-408-A to verify the material is free of organic impurities. No more than 15% of the total aggregate may be field sand or other uncrushed fine aggregate. Use fine aggregate, except field sand, from coarse aggregate sources that meet the requirements shown in Table 1 unless otherwise approved.

Test the stockpile if 10% or more of the stockpile is retained on the No. 4 sieve, and verify that it meets the requirements in Table 1 for crushed face count (Tex-460-A) and flat and elongated particles (Tex-280-F).

Table 1
Aggregate Quality Requirements

Property	Test Method	Requirement
Coarse Aggregate		
SAC	Tex-499-A (AQMP)	As shown on the plans
Deleterious material, %, Max	Tex-217-F, Part I	1.5
Decantation, %, Max	Tex-217-F, Part II	1.5
Micro-Deval abrasion, %	Tex-461-A	Note 1
Los Angeles abrasion, %, Max	Tex-410-A	40
Magnesium sulfate soundness, 5 cycles, %, Max	Tex-411-A	30[2]
Crushed face count,[3] %, Min	Tex-460-A, Part I	85
Flat and elongated particles @ 5:1, %, Max	Tex-280-F	10
Fine Aggregate		
Linear shrinkage, %, Max	Tex-107-E	3
Combined Aggregates[4]		
Sand equivalent, %, Min	Tex-203-F	45

1. Not used for acceptance purposes. Used by the Engineer as an indicator of the need for further investigation.
2. Unless otherwise shown on the plans.
3. Only applies to crushed gravel.
4. Aggregates, without mineral filler or additives, combined as used in the job-mix formula (JMF).

Table 2
Gradation Requirements for Fine Aggregate

Sieve Size	% Passing by Weight or Volume
3/8"	100
#8	70–100
#200	0–15

2.2. **Mineral Filler**. Mineral filler consists of finely divided mineral matter such as agricultural lime, crusher fines, hydrated lime, or fly ash. Mineral filler is allowed unless otherwise shown on the plans. Use no more than 2% hydrated lime or fly ash unless otherwise shown on the plans. The plans may require or disallow specific mineral fillers. Provide mineral filler, when used, that:

- is sufficiently dry, free-flowing, and free of clumps and foreign matter as determined;
- does not exceed 3% linear shrinkage when tested in accordance with Tex-107-E; and
- meets the gradation requirements shown in Table 3.

Table 3
Gradation Requirements for Mineral Filler

Sieve Size	% Passing by Weight or Volume
#8	100
#200	55–100

2.3. **Baghouse Fines**. Fines collected by the baghouse or other dust-collecting equipment may be reintroduced into the mixing drum.

2.4. **Binder Material**. Furnish asphalt binder, primer, additives, and water, unless otherwise shown on the plans.

2.4.1. **Asphalt Binder**. Provide the asphalt shown on the plans, meeting the requirements of Item 300, "Asphalts, Oils, and Emulsions."

2.4.2. **Primer**. Provide an approved asphalt primer consisting of a blend of asphalt cement and hydrocarbon volatiles.

2.4.3. **Water**. Provide water that meets the requirements of Item 204, "Sprinkling."

2.4.4. **Additives**. Use the type and rate of additive specified when shown on the plans. Additives that facilitate mixing or improve the quality of the mixture may be allowed when approved. Provide the Engineer with documentation such as the bill of lading showing the quantity of additives used in the project unless otherwise directed.

When lime or liquid antistripping agents are used, add in accordance with Item 301, "Asphalt Antistripping Agents." Do not add lime directly into the mixing drum of any plant where lime is removed through the exhaust stream unless the plant has a baghouse or dust collection system that reintroduces the lime back into the drum.

3. EQUIPMENT

Provide machinery, tools, and equipment necessary for proper execution of the work.

4. QUALITY CONTROL/QUALITY ASSURANCE

Design, produce, and transport the specified paving mixture in accordance with this Item. Provide the mix design unless otherwise shown on the plans. The Department will perform quality assurance (QA) testing. Provide quality control (QC) testing as needed to meet the requirements of this Item.

4.1. **Mixture Design**.

4.1.1. **Design Requirements**. Use the typical weight design example in accordance with Tex-204-F, Part I, to design a paving mixture consisting of a uniform mixture of aggregate, asphalt material, primer, additives, and water, if allowed, that meets the requirements shown in Tables 4 and 5, unless otherwise shown on the plans. Ensure that the mixture leaves the plant in a workable condition. Provide materials that remain workable in a stockpile for at least 6 mo.

Submit a new mixture design at any time during the project. The Engineer must approve all mixture designs before the Contractor can begin production.

4.1.2. **Job-Mix Formula Approval**. The job-mix formula (JMF) is the combined aggregate gradation and target asphalt percentage used to establish target values for mixture production. JMF1 is the original laboratory mixture design used to produce the trial batch. The Engineer will verify JMF1 based on plant-produced mixture from the trial batch unless otherwise approved. The Engineer may accept an existing mixture design

previously used on a Department project and may waive the trial batch to verify JMF1. Provide the Engineer with split samples of the mixtures and blank samples used to determine the ignition oven correction factors. The Engineer will determine the aggregate and asphalt correction factors from the ignition oven in accordance with Tex-236-F.

Table 4
Master Gradation Limits (% Passing by Weight or Volume) and VMA Requirements

Sieve Size	A Coarse Base	B Fine Base	C Coarse Surface	D Fine Surface	F Fine Mixture
2"	100.0[1]	–	–	–	–
1-1/2"	98.0–100.0	100.0[1]	–	–	–
1"	78.0–94.0	98.0–100.0	100.0[1]	–	–
3/4"	64.0–85.0	84.0–98.0	95.0–100.0	100.0[1]	–
1/2"	50.0–70.0	–	–	98.0–100.0	100.0[1]
3/8"	–	60.0–80.0	70.0–85.0	85.0–100.0	98.0–100.0
#4	30.0–50.0	40.0–60.0	43.0–63.0	50.0–70.0	70.0–90.0
#8	22.0–36.0	29.0–43.0	32.0–44.0	35.0–46.0	38.0–48.0
#30	8.0–23.0	13.0–28.0	14.0–28.0	15.0–29.0	12.0–27.0
#50	3.0–19.0	6.0–20.0	7.0–21.0	7.0–20.0	6.0–19.0
#200	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0	2.0–7.0
Design VMA,[2] % Min					
–	12.0	13.0	14.0	15.0	16.0
Production (Plant-Produced) VMA,[2] % Min					
–	11.5	12.5	13.5	14.5	15.5

1. Defined as Max sieve size. No tolerance allowed.
2. Voids in mineral aggregates.

Table 5
Laboratory Mixture Design Properties

Property	Test Method	Requirement
Target laboratory-molded density, %[1]	Tex-207-F	94.0 ± 1.5
Hveem stability, Min	Tex-208-F	35
Cantabro loss, %, Max	Tex-245-F	10
Hydrocarbon-volatile content, %, Max	Tex-213-F	0.6
Moisture content, %, Max[2]	Tex-212-F	1.0
Boil test, %, Max[3]	Tex-530-C	10

1. Unless otherwise shown on the plans.
2. Unless otherwise approved.
3. Limit may be increased or eliminated when approved.

4.2. **Production Operations**. Perform a new trial batch when the plant or plant location is changed. Take corrective action and obtain approval to proceed after any production suspension for noncompliance with the Specification.

4.2.1. **Stockpiling of Aggregates**. Provide a smooth and well-drained area, cleared of trash, weeds, and grass. Build stockpiles in a manner that will minimize aggregate degradation and segregation. Avoid contamination and mixing of stockpiles. Provide aggregate stockpiles for at least 2 days' production before beginning plant operations. Maintain at least a 2-day aggregate supply throughout the Contract unless otherwise directed. Stockpile aggregate for each source and type separately. The Engineer may reject stockpiled materials that contact the earth or other objectionable material.

4.2.2. **Storage and Heating of Asphalt Materials**. Provide enough asphalt material storage capacity to meet the requirements of the plant. Do not heat the asphalt binder above the temperatures specified in Item 300, "Asphalts, Oils, and Emulsions," or outside the manufacturer's recommended values. Keep all equipment used in the storage and handling of asphalt material clean at all times and operate the equipment in a manner that will prevent contamination by foreign matter.

4.2.3. **Storage of the Asphalt Mixture**. Store the asphalt mixture in a surge-storage system or in a stockpile. Provide a smooth and well-drained area, cleared of trash, weeds, and grass if the asphalt mixture is stored in

a stockpile. Build stockpiles in a manner that will minimize aggregate degradation and segregation. Avoid contamination and mixing of stockpiles.

4.2.4. **Mixing and Discharge of Materials**. Produce the mixture at a discharge temperature between 145°F and 275°F, as directed. Do not allow the temperature to vary from the selected temperature by more than 25°F. The Department will not pay for or allow placement of any mixture produced above 300°F.

4.2.5. **Moisture Content**. Furnish the mixture at a moisture content of no more than 1% by weight when discharged from the mixer, unless otherwise shown on the plans or approved. Cease operations at moisture content above 1% until corrective actions reduce moisture content.

4.3. **Hauling Operations**. Clean all truck beds before use to ensure mixture is not contaminated. Use a release agent on the Department's MPL to coat truck beds when a release agent is necessary.

4.4. **Production Testing and Operational Tolerances**. The aggregate gradation and the asphalt binder content of the produced mixture must not vary from the JMF by more than the percentage point tolerances shown in Table 6. The gradation of the produced mixture may fall outside the master grading limits for any of the sieve sizes from 1-1/2 in.-No. 50 if it is within the JMF tolerances. The aggregate gradation of the No. 200 sieve may not exceed the master gradations shown in Table 4. Any sieve size shown in Table 4 with 100% passing requirements will be allowed a 2% tolerance before the material is considered out of specification.

The Engineer may allow alternate methods for determining the asphalt content and aggregate gradation if the aggregate mineralogy is such that Tex-236-F does not yield reliable results. Provide evidence to the Engineer that results from Tex-236-F are not reliable before an alternate method will be allowed. Use the applicable test procedure as directed if an alternate test method is allowed.

Cease production if three consecutive tests indicate that the material produced exceeds the tolerances shown in Table 6 for any individual sieve or laboratory-molded density until corrective actions are taken and the results approved. Cease production if two consecutive tests indicate that the asphalt binder content tolerances shown in Table 6 are exceeded until corrective actions are taken and the results approved.

Cease production if the Hveem stability shown in Table 5 is not met for three consecutive tests until corrective actions are taken, and the results approved.

Table 6
Operational Tolerances

Property	Test Method	Operational Tolerance From JMF
Individual % retained for sieve sizes smaller than 1-1/2" and larger than #8	Tex-200-F	±5.0
Individual % retained for sieve sizes smaller than #8		±3.0
Asphalt binder content, %	Tex-236-F	±0.3
Laboratory-molded density, %	Tex-207-F	±1.0

5. MEASUREMENT

Hot-Mix Cold Laid Asphalt will be measured by the ton of composite asphalt concrete mixture, which includes asphalt, aggregate, and additives. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment."

For mixture produced by a weigh-batch plant or a modified weigh-batch plant, measurement will be determined on the batch scales unless surge-storage or stockpiling is used. Keep records of the number of batches, batch design, and the weight of the composite asphalt concrete mixture. The composite asphalt concrete mixture is defined as the asphalt, primer, aggregate, additives, and any residual moisture that are

not designated to be deducted. Where surge-storage or stockpiling is used, measurement of the material taken from the surge-storage bin or stockpile will be taken using truck scales or suspended hopper scales.

6. PAYMENT

The materials furnished in accordance with this Item and measured as provided under "Measurement," will be paid for at the unit price bid for the types shown below.

6.1. **Hot-Mix Cold Laid Asphalt (Site Delivery)**. Payment will be made for the mixture type, SAC, and binder specified. This price is full compensation for furnishing materials, assistance provided in sampling, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals. If bid codes in the estimate indicate location numbers, each location will be shown in the plans.

6.2. **Hot-Mix Cold Laid Asphalt (Vehicle Pickup)**. Payment will be made for the mixture type, SAC, and grade specified. This price is full compensation for furnishing materials, assistance provided in sampling, loading, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

Trial batches will not be paid for unless approved by the Department.

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