| | |
|---|---|
| **Control** | **6473-25-001** |
| **Project** | **RMC - 647325001** |
| **Highway** | **IH0030** |
| **County** | **HOPKINS** |

# 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** | **6473-25-001** |
| **Project** | **RMC - 647325001** |
| **Highway** | **IH0030** |
| **County** | **HOPKINS** |

# PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

**2024 SPECIFICATIONS**

**WORK CONSISTING OF BRIDGE REPAIR**

**HOPKINS 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 40 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:

SEVEN THOUSAND (Dollars) **( $7,000 )**

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

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

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

# TEXAS DEPARTMENT OF TRANSPORTATION

## BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, (Contractor Name) _____

_____

Hereinafter called the Principal, and (Surety Name) _____

_____

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

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

| | |
|---|---|
| **Control** | **6473-25-001** |
| **Project** | **RMC - 647325001** |
| **Highway** | **IH0030** |
| **County** | **HOPKINS** |

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** | **6473-25-001** |
| **Project** | **RMC - 647325001** |
| **Highway** | **IH0030** |
| **County** | **HOPKINS** |

**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 - 647325001
COUNTY HOPKINS

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. | | | | |
| | 341 | 7034 | | D-GR HMA TY-C SAC-A PG64-22(EXEMPT)<br>DOLLARS<br>and CENTS | TON | 115.000 | 1 |
| | 360 | 7003 | | CONC PVMT (CRCP) (9")<br>DOLLARS<br>and CENTS | SY | 455.000 | 2 |
| | 400 | 7006 | | CUT & RESTORING PAV<br>DOLLARS<br>and CENTS | SY | 660.000 | 3 |
| | 429 | 7007 | | CONC STR REPAIR (VERTICAL & OVER-HEAD)<br>DOLLARS<br>and CENTS | SF | 200.000 | 4 |
| | 438 | 7001 | | CLEANING AND SEALING EXISTING JOINTS<br>DOLLARS<br>and CENTS | LF | 717.000 | 5 |
| | 500 | 7001 | | MOBILIZATION<br>DOLLARS<br>and CENTS | LS | 1.000 | 6 |
| | 502 | 7001 | | BARRICADES, SIGNS AND TRAFFIC HAN-DLING<br>DOLLARS<br>and CENTS | MO | 3.000 | 7 |
| | 503 | 7001 | | PORTABLE CHANGEABLE MESSAGE SIGN<br>DOLLARS<br>and CENTS | DAY | 100.000 | 8 |
| | 505 | 7001 | | TMA (STATIONARY)<br>DOLLARS<br>and CENTS | DAY | 40.000 | 9 |

# CERTIFICATION OF INTEREST IN OTHER BID PROPOSALS FOR THIS WORK

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

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

_____ YES

_____ NO

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

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

# ENGINEER SEAL

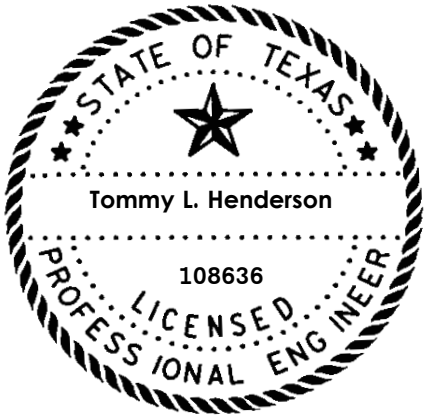
**Control** **6473-25-001**

**Project** **RMC - 647325001**

**Highway** **IH0030**

**County** **HOPKINS**

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




**The seal appearing on this document was authorized by**

*Tommy L. Henderson, P.E.*

**OCTOBER 11, 2024**

**County:** Hopkins **Control:** 6473-25-001

**Highway:** IH 30 etc.

## GENERAL NOTES

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

Sulphur Springs Area Office
Jesse Herrera, P.E. - Jesse.Herrera@txdot.gov
Dustin Lyday, P.E. – Dustin.Lyday@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.

On Contractor request, earthwork cross sections and construction timelines will be posted to TxDOT's Public FTP at the following Address:
https://ftp.dot.state.tx.us/pub/txdot-info/Pre-Letting%20Responses/
The site is organized by District, Project Type (Construction or Maintenance), Letting Date, CCSJ/Project Name.

**TXDOT PROJECT SUPERVISOR -** All work on this contract will be scheduled and directed by the following person(s). Payments will be made on a monthly basis for work completed and accepted according to specifications. All payment requests shall be directed to the same:

**Hopkins County**
Josh Redar, Hopkins Maintenance Section Supervisor
1100 North Hillcrest Drive
Sulphur Springs, TX 75482
Phone: (903) 885-9514

Dispose of waste materials at an approved site. Furnish written approval from the property owner before disposal of waste materials.

Locate equipment a minimum of 30 feet from roadway when possible. Place signs and barricades as approved.

Stockpile sites for construction materials must be approved. Give at least 48 hours notification prior to stockpiling material.

**Item 5 Control of the Work:**

The responsibility for the construction surveying on this contract will be in accordance with Section 5.9.3, Method C.

Working days will be computed and charged in accordance with Article 8.3.1.4 Standard Work Week.

Right and left are determined based upon the forward direction of stationing in the specific control section.

When a precast or cast-in-place concrete element is included in the plans, a precast concrete alternative may be submitted in accordance with "Standard Operating Procedure for Alternate Precast Proposal Submission" found online at https://www.txdot.gov/inside-txdot/forms-publications/consultants-contractors/publications/bridge.html#design. Acceptance or denial of alternate is at the sole discretion of the Engineer. Impacts to the project schedule and any additional costs resulting from the use of alternates are the sole responsibility of the Contractor.

Per Item 5.11 FINAL CLEANUP, prior to requesting final inspection the Contractor shall leave the work locations in a neat and presentable condition. This may include but is not limited to mowing, trimming and removal litter, debris, objectionable material, temporary structures, excess materials, and equipment from the work locations.

**Item 6 Control of Materials:**

To comply with the latest provisions of Build America, Buy America Act (BABA Act) of the Bipartisan Infrastructure Law, the contractor must submit a notarized original of the TxDOT Construction Material Buy America Certification Form for all items classified as construction materials. This form is not required for materials classified as a manufactured product.

Refer to the Buy America Material Classification Sheet for the clarification on material categorization.

The Buy America Material Classification Sheet is located at the below link.
https://www.txdot.gov/business/resources/materials/buy-america-material-classification-sheet.html

**Item 7 Legal Relations and Responsibilities:**

No significant traffic generator events identified.

**Item 8 Prosecution and Progress:**

Before beginning work, submit a progress schedule in Bar Chart format as described in Sections 8.5.2 "Construction Details," and 8.5.3, "Schedule Format."

The number of working days for this project shall be 40 days.

**Item 9 Measurement and Payment:**

Items of work for the Monthly Estimate will be cut off on the end each month. Material On Hand (MOH) will cut off on the 20th of each month. Special circumstances will be considered on a case-by-case basis.

**Item 105 Removing Treated and Untreated Base and Asphalt Pavement:**

Salvaged material will become property of the contractor.

**Item 247 Flexible Base:**

Grading requirements
Tests to be in accordance with TxDOT Standard Test Methods

Soil Constants

| Item Desc. | Linear Shrinkage | LL | Wet Ball | WBMV(incr. passing #40 sieve) |
|---|---|---|---|---|
| Item 247 Flex Base | 6.0 max. | 40 max. | 40 max. | 20% max. |

PERCENT RETAINED ON SIEVE:

| 1-3/4" | 7/8" | 3/8" | No. 4 | No. 40 |
|---|---|---|---|---|
| 0 | 10-35 | 30-50 | 45-65 | 70-85 |

Flexible Base will not contain more than 1% by weight of clay balls.

Place blue top hubs for alignment and elevations of new base at centerline and edge of pavement.

Measure roadway profile smoothness prior to the cover prime or prime course application.

Provide all profile measurements to the Engineer in electronic data files prior to the placement of the prime/cover prime coat using the format specified in Tex-1001-S. The Engineer will use Department software to evaluate longitudinal profiles to determine areas requiring corrective action. Correct 0.1-mi.sections having an average international roughness index (IRI) value greater than 100.0 in. per mile to an IRI value of 100.0 in. per mile or less. The average IRI for the left and right wheel paths will be used to determine acceptance for each 0.1-mi. section. However, the Engineer reserves the right to have the contractor correct isolated imperfections even if the 0.1-mi. section has a passing IRI. This work will be performed at the contractor's expense. Once all corrections have been made, the prime/cover prime coat may be applied.

Re-profile and correct sections that fail to maintain ride quality until placement of the first seal coat, as directed. Correct re-profiled sections until specification requirements are met, as approved. In the spirit of partnering, the department will participate in 50% of an agreed upon cost of repair for any section that has to be subjected to traffic throughout the winter with only a cover prime coat.

**Item 360 Concrete Pavement:**

Non-paving train placements will be limited to 100' or less, or as directed. Mechanical screeds will be used during hand placements, or as directed.

Multi-piece tie bars will be used at longitudinal construction joints unless one piece tie-bars are approved. Bent tie bars will not be allowed. Tie bars in longitudinal joints will not be placed within 15 inches of transverse joints.

Provide sawn contraction joints for this project. Place construction and contraction joints in accordance with the applicable standard sheets and as directed. The Engineer will approve locations that are not shown on the plans.

If used, traveling form pavers will be equipped with an electronically operated horizontal and vertical control device.

Provide access for the Engineer to take direct depth measurements immediately following concrete placement. Provide access at the 1/4, 1/2, and 3/4 location across the width of the pavement.

**Item 400 Cutting and Restoring Pavement:**

Cutting and restoring pavement will be paid for at the unit bid for "Cutting and Restoring Pavement" of the type specified.

Work done to repair damaged to base or pavement outside the limits shown on the plans, or the limits authorized, will not be measured for payment.

The unit prices bid are full compensation for excavation, including removing obstruction and plugging drainage systems; bedding and backfilling, including placing, sprinkling, and compaction of material; soundings; cleaning and filling seams; constructing and removing cofferdams; de-watering, sheeting, or bracing excavations up to and including 5 ft. deep; pumps; drills explosives; disposition of surplus material; cutting pavement and base to neat line; and materials, hauling, equipment, labor, tools, and incidentals.

Restoring section will be measured and paid for as required in accordance with Item 341-7034 and Item 360-7003

Pavement markings and RPM replacement will be subsidiary to "Cut and Restore Pavement".

**Item 502 Barricades, Signs and Traffic Handling:**

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.

The following items will be required for flagger on this project:

1. Flaggers are required to wear a white hard hat while performing flagging operations.
2. Flaggers will be required at the intersection of all State maintained roadways.
3. Flaggers may be required at other high traffic generating intersections as deemed necessary by the Area Engineer.

The traffic control plan for this contract consists of the installation and maintenance of warning signs and other traffic control devices shown in the plans, specification data which may be included in the general notes, applicable provisions of the Texas Manual on Uniform Traffic Control Devices (TMUTCD), traffic control plan sheets included in the plans, standard BC sheets and Item 502 of the Standard Specifications.

Do not begin Item 502, Barricades, Signs, and Traffic Handling, on the roadway until both of the following conditions are met:

1. The work schedule is approved.
2. No more than 5 workdays will pass between the beginning of Item 502 and the actual commencement of roadway work bid items.

The final estimate will be withheld until all disturbed areas are covered with at least 70% perennial vegetative cover.

Correct all deficiencies within the time frame noted on the Traffic Control Device Inspection Form 599. Failure to make corrections within time frame specified may result in no payment for this Item for the month of the noted deficiency.

Ensure that all travel lanes are open at night.

Road closures must be approved by the Engineer. Provide a two-week advance notice to the Engineer prior to desired roadway closure period. Begin display of closure information on PCMBs ten days prior to roadway closure.

**Item 6185 Truck Mounted Attenuators:**

Shadow vehicles with truck mounted attenuator (TMA) are required on the traffic control plan and TCP standards for this project. The contractor will be responsible for determining if one or more of these traffic control operations will be ongoing at the same time to determine the total number of TMAs needed for the project.

CONTROL : 6473-25-001
PROJECT : RMC - 647325001
HIGHWAY : IH0030
COUNTY : HOPKINS

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 341 DENSE-GRADED HOT-MIX ASPHALT <300><301><320><520><585>
ITEM 360 CONCRETE PAVEMENT <300><421><422><438><440><529><585>
ITEM 400 EXCAVATION AND BACKFILL FOR STRUCTURES <110><132><401> <402><403><416><420><421><423>
ITEM 429 CONCRETE STRUCTURE REPAIR <421><431><440><780>
ITEM 438 CLEANING AND SEALING JOINTS <454>
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING <503><505><510>
ITEM 503 PORTABLE CHANGEABLE MESSAGE SIGN
ITEM 505 TRUCK-MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)

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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