Control	**6471-69-001**
Project	**MMC - 647169001**
Highway	**US0060**
County	**DEAF SMITH**

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	**6471-69-001**
Project	**MMC - 647169001**
Highway	**US0060**
County	**DEAF SMITH**

PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2024 SPECIFICATIONS

WORK CONSISTING OF AGGREGATE

DEAF SMITH 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 120 calendar days and will be accepted when fully completed and finished to the satisfaction of the Executive Director or designee.

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

THIRTY-SEVEN THOUSAND (Dollars) **($37,000)**

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	**6471-69-001**
Project	**MMC - 647169001**
Highway	**US0060**
County	**DEAF SMITH**

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	**6471-69-001**
Project	**MMC - 647169001**
Highway	**US0060**
County	**DEAF SMITH**

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_____

This page intentionally left blank.

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 MMC - 647169001
COUNTY DEAF SMITH

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.				
	8000	7183		AGGR (TY E GR 4) (DEL) (ST1) DOLLARS and CENTS	TON	500.000	1
	8000	7184		AGGR (TY E GR 4) (DEL) (ST2) DOLLARS and CENTS	TON	1,500.000	2
	8000	7187		AGGR (TY E GR 4) (DEL) (ST5) DOLLARS and CENTS	TON	1,000.000	3
	8000	7189		AGGR (TY E GR 4) (DEL) (ST7) DOLLARS and CENTS	TON	13,000.000	4
	8000	7193		AGGR (TY E GR 4) (DEL) (ST11) DOLLARS and CENTS	TON	500.000	5
	8000	7196		AGGR (TY E GR 4) (DEL) (ST14) DOLLARS and CENTS	TON	100.000	6
	8000	7215		AGGR (TY E GR 5) (DEL) (ST5) DOLLARS and CENTS	TON	1,000.000	7
	8000	7221		AGGR (TY E GR 5) (DEL) (ST11) DOLLARS and CENTS	TON	300.000	8

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:

This project includes plan sheets that are not part of the bid proposal. Plans can be viewed online or downloaded from the web at:

http://www.txdot.gov/business/letting-bids/plans-online.html

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

http://www.dot.state.tx.us/business/contractors_consultants/repro_companies.htm

Information concerning the project, plans, limits, and locations may also obtained by contacting Gail Ramsay at (806) 356-3221 or the Supervisor in charge of this project. Plans, limits, and locations may be viewed at Contract Administration, Texas Department of Transportation District Office, 5715 Canyon Drive, Bldg. E, Amarillo, Texas 79110.

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

Director of Operations	Wes Kimmell, P.E.	Wes.Kimmell@txdot.gov
Contract Specialist	Gail Ramsay	Gail.Ramsay@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.

Questions will not be accepted 48 hours prior to letting date and time.

Prior to beginning operations, a meeting will be held at the contract administration building to include material supplier and maintenance section supervisors listed in this contract.

If several contracts are awarded to the same contractor, the contractor shall be sufficiently equipped to concurrently supply each contract.

Each contract awarded by the Department stands on its own and as such, is separate from other contracts.

All work on this contract will be issued by work order via email. A work order will include the location, the bid item, and the quantity of material to deliver. Callout work orders will be issued based on priorities.

Provide and maintain a dedicated email address for receipt of work orders and correspondence throughout the term of this contract. Respond to all correspondence within 1 business day.

General Requirements and Covenants – Item 10

Project Description – This project shall consist of the purchase and delivery of materials only, Ty E Gr 4 & Ty E Gr 5 Aggregate for the Amarillo Area Maintenance Sections consisting of: Loop, E-way, Canyon, Claude, Hereford & Vega maintenance sections. Materials shall be delivered to TxDOT maintenance within the counties listed below.

Area Engineer		**Address**	**Contact Person**
Joe Chappell, P.E.		8401 S. FM 1541 Amarillo, Texas 79118	(806)378-0071
Maintenance Section		**Address**	**Maintenance Supervisor**
Armstrong County		801 Hurley Street Claude, Texas 79109	Kevin Kerlee (806)226-2321
Deaf Smith County		3869 US HWY 385 Hereford, Texas 79045	Robert "Sean" Mays (806)364-2262
Oldham County		606 W. Vega Blvd Vega, Texas 79092	Justin Lawrence (806)267-2219
Potter County		7700 E. Loop 335 North Amarillo, Texas 79114	Kevin Allison (806)383-1661
Randall County	(1)E-Way	8401 S. FM 1541 Amarillo, Texas 79118	Cody Harris (806)378-0073
Randall County	(2)Canyon	305 W. US 60 Canyon, Texas 79015	Devin White (806)655-4372

Each contract awarded by the Department stands on its own and as such, is separate from other contracts. A contractor awarded multiple contracts, must be capable and sufficiently staffed to concurrently process any or all contracts at the same time.

Section 10.2 – Instructions to Bidders

By signing this proposal, a bidder acknowledges that he/she has a copy of the "Standard Specifications for Construction of Highways, Streets and Bridges", adopted by the Texas Department of Transportation, September 1, 2024. This specification book may be purchased from the Department.

Section 10.3 – Award and Execution of Contract

Material requests shall be issued by Work Order. Each Work Order shall specify items and quantities to be delivered as well as days to complete Work Order.

Section 10.4 – Scope of Work

In accordance with Article 10.4.3.1 when mutually agreed upon in writing by both parties to the contract, the Engineer may extend the contract by change order, up to two times, for an additional period not to exceed the original contract time period.

The extended contract may be for additional quantities up to the original bid quantities, plus any quantities added by previously approved change orders.

The extension will meet the terms and conditions of the original contract, plus any approved terms and conditions made by previously approved change orders.

Section 10.6 – Control of Materials

Use materials from pre-qualified producers. A list of material producers pre-qualified by the Construction Division (CST) of the Texas Department of Transportation (TxDOT) can be found at the following website:
https://www.txdot.gov/business/resources/producer-list.html

Section 10.8 - Prosecution and Progress

Contract time charges shall begin upon issuance of “Authorization to Begin Work” letter. One hundred twenty (120) Calendar days have been designated for this contract. Calendar Days shall be computed and charged in accordance with Article 10.8.2, “Contract Term”.

Individual Work Order charge days shall run concurrently with Contract time charges.

Notify the Maintenance Section Supervisor when encountering any unforeseen delays.

Section 10.9 – Measurement and Payment

In accordance with Article 9.2 “Scope of Payment,” plans quantity measurement requirements are not applicable for this contract. Quantities shown in the plans are for bidding purposes only. TxDOT does not guarantee that all quantities shown in plans will be requested for delivery. Maintenance Sections may request quantities varying from those shown in the plans to meet their needs.

Contractor is responsible for obtaining annual overweight tolerance permit if hauling materials that exceed the legal road weight.

Item 8000 – Ty E Gr 4 & Ty E Gr 5 Aggregate (Materials Only)

For the TY E aggregate, meet the requirements of TY B aggregate in Table 1 of Item 8000. In addition, the dry loose unit weight of the TY E aggregate will be a maximum of 65 lb/cf when tested in accordance with Tex-404-A. The TY E aggregate will not require precoating.

There are 6 bid items shown on the plans. Each item will represent a maintenance section in the Amarillo Area. Materials are expected to be delivered to locations designated on the work orders.

Minimum delivery quantity shall be 25 tons.

Deliver Monday through Thursday during business hours only. Deliveries outside of these times may be allowed at the sole discretion of the Maintenance Section Supervisor.

Notify the Maintenance Section Supervisor at least 24 hours prior to delivery of material.

The Contractors driver shall report to the Maintenance Section Supervisor, or his representative, at the time of arrival at the final delivery location and obtain a signature documenting the date and time of delivery and departure.

A 2-hour unload time per truck will be included in the bid price. If a truck has to stay on site longer than 2 hours, due to no fault of the contractor, each additional 15 minutes will be paid at $20 per 15-minute increment per truck.

CONTROL : 6471-69-001
PROJECT : MMC - 647169001
HIGHWAY : US0060
COUNTY : DEAF SMITH

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 8000 AGGREGATES FOR SURFACE TREATMENTS (MATERIALS 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 8000
Aggregates for Surface Treatments (Materials Only)

1. DESCRIPTION

Furnish aggregate for surface treatments in accordance with the type, grade, and Surface Aggregate Classification (SAC) shown on the plans. Lead time to provide aggregate is at least 10 business days for uncoated rock and 17 business days for precoated rock, unless specified as an expedited item on the plans.

2. MATERIALS

Furnish uncontaminated materials of uniform quality throughout that meet the requirements shown on the plans and in accordance with Specifications. Notify the Engineer of all proposed material sources and of changes to material sources. The Engineer will specify the sampling location.

2.1. **Materials Testing**. All materials provided under this Contract must meet the requirements in accordance with this Specification and be listed in the *Bituminous Rated Source Quality Catalog* (BRSQC) maintained by the Materials and Tests Division (MTD). Any subsequent mention of testing in accordance with this Specification will not be required by either the Engineer or Contractor, unless the Engineer determines a need for the testing.

2.2. **Aggregate**. Stockpile aggregates for each source and type separately. Do not add materials to approved stockpiles without approval.

Furnish aggregate of the type as shown on the plans and in accordance with Table 1. Use material definitions in accordance with Tex-100-E.

Table 1
Aggregate Types

Type	Material
A	Gravel, crushed slag, crushed stone, or limestone rock asphalt (LRA)
B	Crushed gravel, crushed slag, crushed stone, or LRA
C	Gravel, crushed slag, or crushed stone
D	Crushed gravel, crushed slag, or crushed stone
E	Aggregate as shown on the plans
L	Lightweight aggregate
PA	Precoated gravel, crushed slag, crushed stone, or LRA
PB	Precoated crushed gravel, crushed slag, crushed stone, or LRA
PC	Precoated gravel, crushed slag, or crushed stone
PD	Precoated crushed gravel, crushed slag, or crushed stone
PE	Precoated aggregate as shown on the plans
PL	Precoated lightweight aggregate

Ensure the aggregate gradation meets the requirements in accordance with Table 2 for the specified grade, unless otherwise approved.

Furnish aggregate that meets the requirements shown in Table 3, unless otherwise shown on the plans. Furnish LRA in accordance with DMS-9210, "Limestone Rock Asphalt (LRA)," when used.

Provide aggregates for final surfaces that meet the SAC shown on the plans. Do not blend to meet the SAC. The SAC requirement will apply only to the aggregate used on the travel lanes unless otherwise shown on the plans. The BRSQC lists the SAC for sources on the *Aggregate Quality Monitoring Program* (AQMP).

Table 2
Aggregate Gradation Requirements (Cumulative % Retained[1])

Sieve	Grade								
	1	2	3S[2]	3		4S[2]	4	5S[2]	5
				Non-Lightweight	Lightweight				
1"	-	-	-	-	-	-	-	-	-
7/8"	0–2	0	-	-	-	-	-	-	-
3/4"	20–35	0–2	0	0	0	-	-	-	-
5/8"	85–100	20–40	0–5	0–5	0–2	0	0	-	-
1/2"	-	80–100	55–85	20–40	10–25	0–5	0–5	0	0
3/8"	95–100	95–100	95–100	80–100	60–80	60–85	20–40	0–5	0–5
1/4"	-	-	-	95–100	95–100	-	-	65–85	-
#4	-	-	-	-	-	95–100	95–100	95–100	50–80
#8	99–100	99–100	99–100	98–100	98–100	98–100	98–100	98–100	98–100

1. Round test results to the nearest whole number.
2. Single-size gradation.

Table 3
Aggregate Quality Requirements

Property	Test Method	Requirement[1]	
		Minimum	Maximum
SAC	Tex-499-A, AQMP	As shown on the plans	
Deleterious material[2], %	Tex-217-F, Part I	-	2.0
Decantation, %	Tex-406-A	-	1.5
Flakiness index, %	Tex-224-F	-	17
Gradation	Tex-200-F, Part I	Table 2 requirements	
Los Angeles abrasion, %	Tex-410-A	-	35
Magnesium sulfate soundness, 5 Cycle, %	Tex-411-A	-	25
Micro-Deval abrasion, %	Tex-461-A	Note 3	
Coarse aggregate angularity[4], 2 Crushed Faces, %	Tex-460-A, Part I	85	-
Additional Requirements for Lightweight Aggregate			
Dry loose unit weight, lb./cu. ft.	Tex-404-A	35	60
Pressure slaking, %	Tex-431-A	-	6.0
Freeze-thaw loss, %	Tex-432-A	-	10.0
Water absorption, 24 hr., %	Tex-433-A	-	12.0

1. Material requirements are listed below, unless otherwise shown on the plans.
2. Not required for lightweight aggregate.
3. Used to estimate the magnesium sulfate soundness loss in accordance with Section 2.2.1., "Micro-Deval Abrasion."
4. Only required for crushed gravel.

2.2.1. **Micro-Deval Abrasion**. The Engineer will perform at least one Micro-Deval abrasion test in accordance with Tex-461-A for each coarse aggregate source per project that has a Rated Source Soundness Magnesium (RSSM) loss value greater than 15 in accordance with the BRSQC. The Engineer may waive all Micro-Deval testing based on a satisfactory test history of the same aggregate source.

The Engineer will estimate the magnesium sulfate soundness loss for each coarse aggregate source, when tested, using the following formula.

Mgest. = (RSSM)(MDact./RSMD)

where:

Mgest. = magnesium sulfate soundness loss

MDact. = actual Micro-Deval percent loss

RSMD = Rated Source Micro-Deval

When the estimated magnesium sulfate soundness loss is greater than the maximum magnesium sulfate soundness loss specified, the coarse aggregate source will not be allowed for use unless otherwise approved. The Engineer may require additional testing before granting approval.

2.3. **Precoating**. Precoat aggregate uniformly and adequately with asphalt material to the satisfaction of the Engineer as shown on the plans. Specific aggregates may be prohibited from being precoated as shown on the plans. Meet requirements in accordance with Table 2 and Table 3 before precoating. Furnish precoated aggregate that spreads uniformly using approved mechanical spreading equipment.

The Engineer retains the right to select a target value for the desired percent by weight of residual bitumen coating on the aggregate. Furnish precoated aggregate that is within ±0.3% of the target value when tested in accordance with Tex-236-F. The Engineer may require trial batches to assist in selecting the target value.

The Engineer retains the right to remove precoat material from aggregate samples in accordance with Tex-210-F, or as recommended by MTD, and test the aggregate to verify compliance with Table 2 and Table 3. Gradation testing may be performed with precoat intact.

2.3.1. **Asphalt Material**. Precoat the aggregates with asphalt material in accordance with Item 300, “Asphalts, Oils, and Emulsions.” Use any asphalt material in accordance with Item 300, unless a specific precoat material is specified on the plans.

2.3.2. **Additives**. Use the type and rate of additive specified as shown on the plans. Add in accordance with Item 301, “Asphalt Antistripping Agents.” Use Tex-530-C for verification during production testing unless otherwise directed.

2.4. **Sampling**. Personnel who conduct sampling and witnessing of sampling must be certified by the Department-approved certification program. Supply the Engineer with a list of certified personnel and copies of their current certificates before beginning construction and when personnel changes are made. At any time during the project, the Engineer may perform production tests as deemed necessary in accordance with Item 5, “Control of the Work.”

The Engineer will sample aggregate from stockpiles at the production site, intermediate distribution site, or project location in accordance with Tex-221-F. The Engineer will split each sample into two equal portions in accordance with Tex-200-F, and label these portions “Engineer” and “Contractor” or “Supplier.” Witness the sampling and splitting, and take immediate possession of the samples labeled “Contractor” or “Supplier.”

2.5. **Reporting and Responsibilities**. The Engineer will provide test results to the Contractor and supplier within 10 working days from the date the stockpile was sampled for sources listed in the Department’s BRSQC, unless otherwise directed. The Engineer will provide test results for the Los Angeles abrasion in accordance with Tex-410-A and magnesium sulfate soundness in accordance with Tex-411-A within 30 calendar days for sources not listed in the BRSQC, or for sources not meeting the requirements in accordance with Section 2.2.1., “Micro-Deval Abrasion.” The Engineer will report to the other party within 24 hr. when any test result does not meet the requirements in accordance with Table 2 or Table 3.

3. EQUIPMENT

Manufacture precoated aggregate in a mixing plant that produces uniformly coated aggregate.

4. STOCKPILES

Deliver aggregate to the locations shown on the plans. Prevent segregation, mixing of the various materials or sizes, and contamination with foreign materials when aggregates are stockpiled. The Engineer will reject contaminated stockpiles.

Provide adequate initial cooling of precoated aggregate to prevent asphalt or aggregate damage due to excessive heat buildup in stockpiles. Limit stockpile height to 3 ft. immediately after production when asphalt cement is the precoating material. Consolidate stockpiles after adequate cooling, as approved. The Engineer will reject stockpiles showing evidence of damage due to excessive heat buildup.

5. MEASUREMENT

5.1. **Material**. Material will be measured as follows.

- "Material (Vehicle Pickup)," by the ton or cubic yard in vehicle method
- "Material (Site Delivery)," by the ton or any cubic yard method

A site delivery can be either on the roadway right of way or at a maintenance yard. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

5.2. **Measurements**. Measurements are defined as follows.

- "Cubic Yard in Vehicle," by the cubic yard in vehicles of uniform capacity at the point of delivery
- "Cubic Yard in Drop-Off," by the cubic yard in the final drop-off position by the method of average end

5.3. **Areas**. The Department will stockpile materials for measurement. Alternatively, the Department may use the Stockpile application to measure materials delivered in stockpiles.

5.4. **Ton**. By the ton of material in vehicles as delivered. The Engineer will determine the moisture content in the material in accordance with Tex-103-E from samples collected at the time of weighing. Any moisture content more than 2.0% by weight at the time of weighing will be deducted from the net weight to determine the quantity for payment.

When material is measured in trucks, the weight of the material will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must be in accordance with Item 520, "Weighing and Measuring Equipment."

When material is measured by the ton, provide a conversion rate to cubic yards on each haul ticket.

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. **Material (Vehicle Pickup)**. Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" is required. This price is full compensation for furnishing materials; assistance provided in sampling, loading, and furnishing scales and labor for weighing and measuring; and equipment, labor, tools, and incidentals.

6.2. **Material (Site Delivery)**. Payment will be made for the type and grade specified. For cubic yard measurement, "In Vehicle" or "Drop-Off" will be specified. This price is full compensation for furnishing materials; assistance provided in sampling, loading, hauling, delivery of materials, and furnishing scales and labor for weighing and measuring; and equipment, labor, tools, and incidentals. If bid codes in the estimate specify location numbers, each location will be shown on the plans.

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