Control	**6472-54-001**
Project	**RMC - 647254001**
Highway	**SH0036**
County	**CORYELL**

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	**6472-54-001**
Project	**RMC - 647254001**
Highway	**SH0036**
County	**CORYELL**

PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2024 SPECIFICATIONS

WORK CONSISTING OF CLEANING AND SWEEPING HIGHWAYS

CORYELL COUNTY, TEXAS

The quantities in the proposal are approximate. The quantities of work and materials may be increased or decreased as considered necessary to complete the work as planned and contemplated.

This project is to be completed in 365 calendar days and will be accepted when fully completed and finished to the satisfaction of the Executive Director or designee.

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

TWO THOUSAND (Dollars) **($2,000)**

A bid bond may be used as the required proposal guaranty. The bond form may be detached from the proposal for completion. The proposal may not be disassembled to remove the bond form. The bond must be in accordance with Item 2 of the specifications.

Any addenda issued amending this proposal and/or the plans that have been acknowledged by the bidder, become part of this proposal.

By signing the proposal the bidder certifies:

1. the only persons or parties interested in this proposal are those named and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above captioned project.
2. in the event of the award of a contract, the organization represented will secure bonds for the full amount of the contract.
3. the signatory represents and warrants that they are an authorized signatory for the organization for which the bid is submitted and they have full and complete authority to submit this bid on behalf of their firm.
4. that the certifications and representations contained in the proposal are true and accurate and the bidder intends the proposal to be taken as a genuine government record.

- **Signed: ****

(1) _____ (2) _____ (3) _____

Print Name:

(1) _____ (2) _____ (3) _____

Title:

(1) _____ (2) _____ (3) _____

Company:

(1) _____ (2) _____ (3) _____

- Signatures to comply with Item 2 of the specifications.

**Note: Complete (1) for single venture, through (2) for joint venture and through (3) for triple venture.

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

NOTICE TO CONTRACTORS

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

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

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

TEXAS DEPARTMENT OF TRANSPORTATION

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, (Contractor Name) _____

_____

Hereinafter called the Principal, and (Surety Name) _____

_____

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

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

Control	**6472-54-001**
Project	**RMC - 647254001**
Highway	**SH0036**
County	**CORYELL**

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	**6472-54-001**
Project	**RMC - 647254001**
Highway	**SH0036**
County	**CORYELL**

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 - 647254001
COUNTY CORYELL

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.				
	500	7002		MOBILIZATION (CALLOUT) DOLLARS and CENTS	EA	12.000	1
	500	7033		MOBILIZATION (EMERGENCY) DOLLARS and CENTS	EA	18.000	2
	505	7002		TMA (MOBILE OPERATION) DOLLARS and CENTS	HR	398.000	3
	738	7001		CLEANING / SWEEPING (CENTER MEDIAN) DOLLARS and CENTS	MI	39.140	4
	738	7025		CLEANING / SWEEPING (OUTSIDE MAIN LANE) DOLLARS and CENTS	MI	232.004	5
	738	7049		CLEANING / SWEEPING (FRONTAGE ROAD) DOLLARS and CENTS	MI	4.000	6
	738	7070		CLEANING / SWEEPING(ENTRANCE/EXIT RAMP) DOLLARS and CENTS	MI	6.000	7
	738	7103		CLEANING / SWEEPING (AGGREGATE REMOVAL) DOLLARS and CENTS	MI	45.000	8
	738	7104		CLEANING / SWEEPING (SPOT) DOLLARS and CENTS	MI	15.000	9
	738	7105		CLEANING / SWEEPING (HANDWORK) DOLLARS and CENTS	SY	2,000.000	10
	7010	7002		MAINTENANCE SPEED LIMIT SIGNING DOLLARS and CENTS	DAY	26.000	11

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.

Table 8: Basis of Estimate for Roadside Maintenance				
Item	**Description**	**Rate**	**Basis**	**Quantities**
738	CLEANING AND SWEEPING HIGHWAYS			
	(CENTER MEDIAN)	1 CYC /1 MONTH	12 MO	12 CYC
	(OUTSIDE MAINLANE)	1 CYC /1 MONTH	12 MO	12 CYC
	(FRONTAGE ROAD)	1 CYC /3 MONTH	12 MO	12 CYC

GENERAL

Quantities as shown in the plans are estimated quantities only. The actual quantities may vary and be revised by the Engineer based on current needs.

Contract for cleaning / sweeping highways, streets and bridges on various roadways in Coryell, Bosque and Hamilton Counties according to the standard specifications or as modified in the general notes listed below.

Work will not be continuous but will be accomplished by work orders at the discretion of the Engineer.

The construction, operation and maintenance of the proposed project will be consistent with the state implementation plan as prepared by the Texas Commission on Environmental Quality.

The disturbed area for this project, as shown on the plans is 0 acres. However, the Total Disturbed Area (TDA) will establish the required authorization for storm water discharges. The TDA of this project will be determined by the sum of the disturbed area in all project locations in the contract, and all disturbed area on all Project-Specific Locations (PSL) located in the project limits and/or within 1 mile of the project limits. The department will obtain an authorization to discharge storm water from the Texas Commission on Environmental Quality (TCEQ) for the construction site as shown on the plans, according to the TDA of the project. The contractor will obtain any required authorization from the TCEQ for the discharge of storm water from any PSL for construction support activities on or off of the project row according to the TDA of the project. When the TDA for the project exceeds 1 acre, provide a copy of the appropriate application of permit (NOI, or Construction Site Notice) to the engineer, for any PSL located in the project limits or within 1 mile of the project limits. Follow the directives and adhere to all requirements set forth in the TCEQ, Texas Pollution Discharge Elimination System, Construction General Permit (TPDES, CGP).

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

PRE-BID QUESTIONS

Contractor questions on this project are to be emailed to the Waco District at the following address:

Stephen Kasberg - Wacoprebid@txdot.gov, 254-867-2780, 100 S. Loop Dr., Waco, TX
Carmen Chau - Wacoprebid@txdot.gov, 254-867-2794, 100 S. Loop Dr., Waco, TX

Contractor questions will be accepted through email, phone, and in person by the above individuals. Questions may also 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.

Quantities as shown in the plans are estimated quantities only. The actual quantities will vary.

Work areas will be as determined by the Engineer. Work locations and quantities will be field verified**.**

CLEAN-UP
The Contractor shall be responsible for leaving the project site clean and neat in appearance upon completion and before final acceptance by the Engineer.

Prior to each cycle of work, the Contractor will be given written notification to begin work. This notification will specify which roadways are to be cleaned and swept and when time charges shall begin.

WORK ORDERS
Contractor will be notified by work order when work is required. Work Orders will specify the approximate quantities of work to be performed and the number of working days allowed for the work. Work orders may include multiple work items and may not include work concurrent with other counties unless otherwise approved by the Engineer. Work orders will be issued seven (7) calendar days prior to when work is to begin. Liquidated damages will be assessed for every day work is required beyond the number of days allowed, and until the work is completed and accepted. **THIS CONTRACT INCLUDES EMERGENCY CALL-OUTS WHICH WILL REQUIRE A 24-HOUR RESPONSE TIME.**

Allowable number of working days shall be computed based on the following:

Description	**Quantity / Day**
Routine Sweeping, Ramps, and Bridges	20 Mi / Day
Aggregate Removal	10 Mi / Day
Spot Sweeping	5 Mi / Day
Hand Work	500 SY / Day

GENERAL NOTES

ITEM 1 ABBREVIATIONS AND DEFINITIONS:

This is a Non-Site-Specific Contract as defined in Item 1.3.90.

ITEM 2: INSTRUCTIONS TO BIDDERS

This proposed Contract will not include federal funds. Bid tabulations will include stipulations in accordance with 2.11.5.3 “Rubber Additives” and 2.11.5.5 “Home State Bidding Preference”.

ITEM 5: CONTROL OF THE WORK

Underground utilities owned by the Texas Department of Transportation may be present within the Right-Of-Way on this project. For signal, illumination, surveillance, and communications & control maintained by TxDOT, call the TxDOT Traffic Signal Office (254)867-2808 for locates a minimum of 48 hours in advance of excavation. For irrigation systems, call TxDOT Landscape Office (254)867-2726 for locates a minimum of 48 hours in advance of excavation. If city or town owned irrigation facilities are present, call the appropriate department of the local city or town a minimum of 48 hours in advance of excavation. The Contractor is liable for all damages when utilities are damaged due to Contractor’s negligence including, but not limited to, repair or replacement at the Contractor’s expense.

ITEM 6: CONTROL OF MATERIALS

This proposed Contract will not include federal funds. Buy Texas stipulations apply in accordance with 6.1.2 “Buy Texas”.

References to manufacturer’s trade name or catalog numbers are for the purpose of identification only and the Contractor will be permitted to furnish like materials of other manufacturers provided they are of equal quality and comply with specifications for this project.

ITEM 7: LEGAL RELATIONS AND RESPONSIBILITIES

Work during the following key dates and/or special events are prohibited:
New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, or other dates/events as directed.

If utilizing private property for waste disposal sites, field office sites, equipment storage sites or for any other purpose involved with this project, provide to the Engineer written proof of the property owner's approval of the use of this property. This proof may be in the form of a letter or agreement signed by the property owner or other documents acceptable to the Engineer. Provide such proof prior to occupying the site.

Personal vehicles of the Contractor’s employees will not be parked within the right of way at any time including any section closed to public traffic, unless the vehicle is being utilized for

construction procedures. However, the Contractor's employees may park on the right of way at the sites where the Contractor has his office, equipment and materials storage yard.

Law Enforcement Personnel.
As approved by the Engineer, provide uniformed off duty police officers and squad cars during the following activities:

- Lane closures on controlled access facilities or 4 lane divided facilities with speed limits above 55mph,
- ramp closures,
- Roadway Closures,
- Support of phase construction traffic switches,
- nighttime work, or
- other situations that indicate a need for additional traffic control to protect the traveling public or the construction workforce.

Law Enforcement Personnel must have jurisdictional authority to act in the area of the project.

Law Enforcement Personnel will be paid when use is approved by the Engineer. The Contractor retains the right to have law enforcement personnel on sight at their own cost and discretion when note approved by the Engineer.

Submit charge summary and invoices using the Department form 318. Provide documentation such as payroll, log sheets with signatures and badge number, or invoices from the government entity providing the officers for reimbursement.

Patrol vehicles must be clearly marked to correspond with the officer's agency and equipped with appropriate lights to identify them as law enforcement. For patrol vehicles not owned by a law enforcement agency, markings will be retroreflective and legible from 100 ft. from both sides and the rear of the vehicle. Lights will be high intensity and visible from all angles. Windows / Windshields may not be blocked.

No payment will be made for law enforcement personnel needed for moving equipment or payment for drive time to/from the event site. A minimum number of hours is not guaranteed. Payment is for work performed.

Cancel law enforcement personnel when the event is canceled. Cancellation, minimums or "show up" fees will not be paid when cancellation is made 12 hours prior to beginning of the event. Failure to cancel within 12 hours will not be cause for payment for cancellation, minimums, or "show up" time. Payment of actual "show up" time to the event site due to cancellation will be on a case by case basis at a maximum of 2 hours per officer.

ITEM 8: PROSECUTION AND PROGRESS

This Project will be Calendar Day in accordance with Article 8.3.1.5.

Nighttime work is required in accordance with Article 8.3.3.2.1.

Unless otherwise approved by the Engineer, routine sweeping operations shall be performed Sunday – Thursday between the hours of 10:00 P.M. and 6:00 A.M.

Meet bi-weekly or at intervals as agreed upon with the Engineer to notify him or her of planned work for the upcoming 3-week period.

ITEM 502: BARRICADES, SIGNS, AND TRAFFIC HANDLING

Access will be provided to all business and residences at all times. Where turning radii are limited during phased construction at intersections, provide all weather surfaces such as RAP or base in turning movements to accommodate and to protect the traffic from edge drop-offs. Materials, labor, maintenance and removal for these temporary accesses and radii will not be paid for directly but will be considered subsidiary to the various bid items.

Place barricades and signs in locations that do not obstruct the sight distance of drivers entering the highway from driveways or side streets.

The Contractor Responsible Person(s) (CRP) will be certified by TEEX, ATSSA, the National Safety Council or other approved organization. Certifications will be submitted to the Engineer at the pre-construction meeting.

The Contractor Responsible Person(s) (CRP) for Work Zone Traffic Controls will inspect and ensure any deficiencies are corrected each and every day throughout the duration of this contract. Any misaligned or damaged traffic control devices will be repaired as soon as practical after deficiency is discovered.

Short Term Lane Closure Allowances:
Provide written proposed lane closure information by 1:00 pm on the business day prior to the proposed closures. Do not close lanes when this requirement is not met.

Traffic Control Plans with Lane Closures causing backups of 20 minutes or greater in duration will be modified to reduce delays to less than 20 minutes.

Lane Closure and Pilot Car Operations will be implemented to prevent conflicts with activities including school drop-off / dismissal, large employer shift changes, etc.

Lane Closures and Pilot Car Operations will not be allowed in nighttime work hours without approval of the Engineer.

COUNTY: CORYELL, BOSQUE, HAMILTON

HIGHWAY: SH 36, ETC

Freeway Lane Closures				
Description of Operations		**Permitted Lane Closures**		
Category of Work	**Number of Rdwy Lanes** per direction	**Peak Times** Monday-Friday 6:00 am - 9:00 am 3:30 pm - 7:00 pm Major Events and Major Holidays	**Off Peak Times** Monday-Friday 9:00 am - 3:30pm 7:00 pm - 10:30 pm and Saturday	**Lowest Volume Time** Monday-Friday 10:00 pm to 6:00 am and Sunday
Placement of CTB & Bridge Beams, Pavement Markings, Full Depth Roadway Repair, Bridge or Similar Demolitions*	**5**	None	2	3
	4	None	2	3
	3	None	1	2
	2	None	1	2
Adjacent Construction, Lanes for Construction Traffic or Similar Operations	5	None	1	2
	4	None	1	2
	3	None	1	1
	2	None	None	1

* Provide a traffic control plan where bridge demolition cannot be accomplished with lane closures. Freeway closures will only be done during Lowest Volume Times.
** The Table above is only to be used when traffic counts do not exceed 2000 Vehicles per Lane per Hour. (The capacity of all remaining open lanes must not exceed 2000 Vehicles per Lane per Hour). When traffic counts do or will exceed 2000 Vehicles per Lane per Hour, Director of Construction, Assistant District Engineer or District Engineer approval will be required for lane closures.

Additional lanes may be closed during Off Peak Times or Lowest Times with written permission of the Engineer. Lane Closures during Off Peak Times may be started earlier or be extended later with written permission of the Engineer.

Work conditions not covered by the typical traffic control plan sheets shall be in accordance with the current Texas Manual of Uniform Traffic Control Devices (TMUTCD) Part VI.

If a roadway shoulder or gutter is not wide enough to allow the work to be performed safely without disturbing the traffic flow of a main lane or a frontage road, the lane shall be closed in accordance with the Texas Manual on Uniform Traffic Control Devices.

Flaggers will be required at locations where work could endanger the traveling public or as directed by the Engineer/Project Manager.

Traffic control for all lane closures is considered subsidiary to all various bid items.

ITEM 505: TRUCK MOUNTED ATTENUATORS

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

The total number of truck mounted attenuators (TMA) required when utilizing the traffic control standards are shown in the tables below.

TCP S Series	Scenario		Required TMA	
(S-2)-08a	B		1	
(S-3)-08	A	B	1	2

TCP 1 Series	Scenario		Required TMA	
(1-1)-18 / (1-2)-18			1	
(1-3)-18	A	B	1	2
(1-4)-18 / (1-5)-18 / (1-6)-18			1	

TCP 2 Series	Scenario		Required TMA	
(2-1)-18 / (2-2)-18 / (2-4)-18 / (2-5)-18 / (2-6)-18	All		1	
(2-3)-23	A	B	1	2

TCP 3 Series	Scenario			Required TMA
(3-1)-13	All			2
(3-2)-13	All			3
(3-3)-14	A	B	D	2
	C			3
(3-4)-13	All			1, unless working inside a twltl, then 2.
(3-5)-18	All			1

TCP 6 Series	Scenario		Required TMA	
(6-1)-12	A	B	1	2
(6-2)-12 / (6-3)-12	All		1	
(6-4)-12	A	B	1	2

(6-5)-12	A	B	1	2
(6-6)-12 / (6-7)-12	All		1 Per Lane	
(6-8)-14 / (6-9)-14	All		1	

WZ (BTS) Series	Scenario	Required TMA
(BTS-1)-13	Near Side Lane Closure	1

Shadow vehicles equipped for truck mounted attenuators (TMA) for stationary operations will be paid for by the day and must be available for use at any time as determined by the Engineer.

Mobile operations will be paid for by the hour, per specifications. For mobile operations, payment will be made only while the TMA is in use.

For mobile operations requiring multiple TMA's, judgement may be applied in lower speed, urban / in town traffic environments to reduce the numbers of TMA in use where the added TMA may pose a hazard for traffic entering and exiting driveways, side streets, etc.

The Contractor will be responsible for determining if one or more of these operations will be ongoing at the same time to determine the total number of TMA needed for the project for those times per plan requirements. Additional TMAs used that are not specified in the plans in which the Contractor expects compensation will require prior approval from the Engineer.

ITEM 506: TEMPROARY EROSION, SEDIMENTATION AND ENVIRONMENTAL CONTROLS

Take all practicable precautions to prevent debris from being discharged into the Waters of Texas or a designated wetland. Install Best Management Practices before demolition begins and maintain them during the demolition. Remove any debris or construction material that escapes containment devices and are discharged into the restricted areas before the next rain event or within 24 hours of the discharge.

ITEM 738: CLEANING AND SWEEPING HIGHWAYS

For sweeping operations, a vacuum pickup type broom will be utilized.

Locations with bridges will use the bridge as the center of the distance specified in the plans and sweeping will take place equal distances on both sides of the bridge.

Spot sweeping will be performed on a call out basis. Begin spot sweeping within 48 hours of notification.

The limits of each roadway and the estimated number of cycles are shown on the Summary Sheets. The Engineer may, at his discretion, reduce or alter the limits as shown in this contract.

All debris (including whole tires and tire fragments) will be picked up and become the property of the Contractor.

Remove and dispose of materials in accordance with federal, state, and local regulations. The Contractor will provide sufficient documentation to verify proper disposal. No material will be placed on private property unless approved in writing by the Engineer.

Outside main lane sweeping will include all bridge sidewalks. Debris will be removed from all traffic islands and bridge rails.

CONTROL : 6472-54-001
PROJECT : RMC - 647254001
HIGHWAY : SH0036
COUNTY : CORYELL

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 500 MOBILIZATION
ITEM 505 TRUCK-MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)
ITEM 738 CLEANING AND SWEEPING HIGHWAYS

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED HEREON WHEREVER IN CONFLICT THEREWITH.

SPECIAL PROVISION "NONDISCRIMINATION" (000---001)
SPECIAL PROVISION "NOTICE OF CONTRACTOR PERFORMANCE EVALUATIONS" (000---016)
SPECIAL PROVISION "CERTIFICATE OF INTERESTED PARTIES (FORM 1295)" (000---017)
SPECIAL PROVISION "IMPORTANT NOTICE TO CONTRACTORS" (000---018)
SPECIAL PROVISION TO ITEM 4 (004---003)

SPECIAL SPECIFICATIONS:

ITEM 7010 MAINTENANCE SPEED LIMIT SIGNING

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL

PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

CHILD SUPPORT STATEMENT

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

CONFLICT OF INTEREST CERTIFICATION

Pursuant to Texas Government Code Section 2261.252(b), the Department is prohibited from entering into contracts in which Department officers and employees have a financial interest.

By signing the Contract, the Contractor certifies that it is not prohibited from entering into a Contract with the Department as a result of a financial interest as defined under Texas Government Code Section 2261.252(b), and that it will exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict of interest with the Department.

The Contractor also certifies that none of the following individuals, nor any of their family members within the second degree of affinity or consanguinity, owns 1% or more interest or has a financial interest as defined under Texas Government Code Section 2261.252(b) in the Contractor:

- Any member of the Texas Transportation Commission; and
- The Department's Executive Director, General Counsel, Chief of Procurement and Field Support Operations, Director of Procurement, and Director of Contract Services.

Violation of this certification may result in action by the Department.

E-VERIFY CERTIFICATION

Pursuant to Texas Transportation Code §223.051, all TxDOT contracts for construction, maintenance, or improvement of a highway must include a provision requiring Contractors and subcontractors to use the U.S. Department of Homeland Security's E-Verify system to determine employment eligibility. By signing the contract, the Contractor certifies that prior to the award of the Contract:

- the Contractor has registered with and will, to the extent permitted by law, utilize the United States Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of all persons hired to perform duties within Texas during the term of the agreement; and
- the Contractor will require that all subcontractors also register with and, to the extent permitted by law, utilize the United States Department of Homeland Security's E-Verify system during the term of the subcontract to determine the eligibility of all persons hired to perform duties within Texas during the term of the agreement.

Violation of this requirement constitutes a material breach of the Contract, subjects a subcontractor to removal from the Contract, and subjects the Contractor or subcontractors to possible sanctions in accordance with Title 43, Texas Administrative Code, Chapter 10, Subchapter F, "Sanctions and Suspension for Ethical Violations by Entities Doing Business with the Department."

Certification Regarding Disclosure of Public Information

Pursuant to Subchapter J, Chapter 552, Texas Government Code, contractors executing a contract with a governmental body that results in the expenditure of at least $1 million in public funds must:

1) preserve all contracting information* as provided by the records retention requirements applicable to Texas Department of Transportation (TxDOT) for the duration of the contract,
2) on request of TxDOT, promptly provide any contracting information related to the contract that is in the custody or possession of the entity, and
3) on completion of the contract, either:
    A. provide, at no cost to TxDOT, all contracting information related to the contract that is in the custody or possession of the entity, or
    B. preserve the contracting information related to the contract as provided by the records retention requirements applicable to TxDOT

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By entering into Contract, the Contractor agrees to:

- provide, or make available, to TxDOT and any authorized governmental investigating or auditing agency all records, including electronic and payment records related to the contract, for the same period provided by the records retention schedule applicable to TxDOT, and
- ensure that all subcontracts include a clause requiring the same.

* As defined in Government Code §552.003, "Contracting information" means the following information maintained by a governmental body or sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor:

1) information in a voucher or contract relating to the receipt or expenditure of public funds by a governmental body;
2) solicitation or bid documents relating to a contract with a governmental body;
3) communications sent between a governmental body and a vendor, contractor, potential vendor, or potential contractor during the solicitation, evaluation, or negotiation of a contract;
4) documents, including bid tabulations, showing the criteria by which a governmental body evaluates each vendor, contractor, potential vendor, or potential contractor responding to a solicitation and, if applicable, an explanation of why the vendor or contractor was selected; and
5) communications and other information sent between a governmental body and a vendor or contractor related to the performance of a final contract with the governmental body or work performed on behalf of the governmental body.

CERTIFICATION TO NOT BOYCOTT ISRAEL

Pursuant to Texas Government Code §2271.002, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott Israel, as defined in Government Code §808.001, and will not boycott Israel during the term of the contract. This provision applies to a contract that:

1) is with a Contractor that is not a sole proprietorship,
2) is with a Contractor with 10 or more full-time employees, and
3) has a value of $100,000 or more.

By signing the contract, the Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of this contract. “Boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Violation of this certification may result in action by the Department.

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

Pursuant to Texas Government Code §2274.002, the Department must include a provision requiring a written verification affirming that the Contractor does not boycott energy companies, as defined in Government Code §809.001, and will not boycott energy companies during the term of the contract. This provision applies to a contract that:

1) is with a Contractor that is not a sole proprietorship,
2) is with a Contractor with 10 or more full-time employees, and
3) has a value of $100,000 or more.

By signing the contract, the Contractor certifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract. “Boycott” means taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (1) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (2) does business with a company described by (1).

Violation of this certification may result in action by the Department.

CERTIFICATION TO NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS

Pursuant to Texas Government Code §2274.002, the Department must include a provision requiring a written verification affirming that the Contractor:

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Government Code §2274.001, and
2) will not discriminate against a firearm entity or firearm trade association during the term of the contract.

This provision applies to a contract that:

1) is with a Contractor that is not a sole proprietorship,
2) is with a Contractor with 10 or more full-time employees, and
3) has a value of $100,000 or more.

By signing the contract, the Contractor certifies that it does not discriminate against a firearm entity or firearm trade association as described and will not do so during the term of this contract. "Discriminate against a firearm entity or firearm trade association" means, with respect to the entity or association, to: (1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" does not include: (1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association's status as a firearm entity or firearm trade association.

Violation of this certification may result in action by the Department.

Special Provision to Item 000
Nondiscrimination

1. DESCRIPTION

All recipients of federal financial assistance are required to comply with various nondiscrimination laws, including Title VI of the Civil Rights Act of 1964, as amended (Title VI). Title VI forbids discrimination against anyone in the United States on the grounds of race, color, or national origin by any agency receiving federal funds.

The Texas Department of Transportation, as a recipient of federal financial assistance, and under Title VI and related statutes, ensures that no person will on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment in accordance with 42 USC 2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Department programs or activities.

2. DEFINITION OF TERMS

Where the term "Contractor" appears in the following six nondiscrimination clauses, the term "Contractor" is understood to include all parties to Contracts or agreements with the Department.

3. NONDISCRIMINATION PROVISIONS

During the performance of this Contract, the Contractor agrees as follows.

3.1. **Compliance with Regulations**. The Contractor must comply with the Regulations pertinent to nondiscrimination in federally assisted programs of the United States Department of Transportation 49 CFR 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

3.2. **Nondiscrimination**. The Contractor, regarding the work performed during the Contract, must not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor must not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3.3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, the Contractor must notify each potential subcontractor or supplier of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

3.4. **Information and Reports**. The Contractor must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Recipient or the Department to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor must so certify to the Recipient, or the Department as appropriate, and must set forth what efforts it has made to obtain the information.

3.5. **Sanctions for Noncompliance**. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Recipient must impose such Contract sanctions as it or the Department may

determine to be appropriate, including, but not limited to actions defined in Article 7.1., “Ethics,” or Article 5.1., “Authority of Engineer.”

3.6. **Incorporation of Provisions**. The Contractor must include the provisions of Sections 3.1–3.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor must take such action with respect to any subcontract or procurement as the Recipient or the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Special Provision 000
Important Notice to Contractors

1. GENERAL

In accordance with Texas Transportation Code §223.012, the Engineer will evaluate Contractor performance based on quality, safety, and timeliness of the project.

2. DEFINISIONS

2.1. **Project Recovery Plan (PRP)**. A formal, enforceable plan developed by the Contractor, in consultation with the District, that documents the cause of noted quality, safety, and timeliness issues and specifies how the Contractor proposes to correct project-specific performance deficiencies.

In accordance with 43 TAC §9.23, the District will request a PRP if the Contractor's performance on a project is below the Department's acceptable standards and will monitor the Contractor's compliance with the established plan.

2.2. **Corrective Action Plan (CAP)**. A formal, enforceable plan developed by the Contractor, and proposed for adoption by the Construction Division or Maintenance Division, that documents the cause of noted quality, safety, and timeliness issues and specifies how the Contractor proposes to correct statewide performance deficiencies.

3. CONTRACTOR EVALUATIONS

In accordance with 43 TAC §9.23, the Engineer will schedule evaluations at the following intervals, at minimum:

- interim evaluations at or within 30 days after the anniversary of the Notice to Proceed, for Contracts extending beyond 1 yr. and
- final evaluation, upon project closeout.

In case of a takeover agreement, neither the Surety nor its performing Contractor will be evaluated.

In addition to regularly scheduled evaluations, the Engineer may schedule an interim evaluation at any time to formally communicate issues with quality, safety, or timeliness. Upon request, work with the Engineer to develop a PRP to document expectations for correcting deficiencies.

Comply with the PRP as directed. Failure to comply with the PRP may result in additional remedial actions available to the Engineer under Item 5, "Control of the Work." Failure to meet a PRP to the Engineer's satisfaction may result in immediate referral to the Performance Review Committee for consideration of further action against the Contractor.

The Engineer will consider and document any events outside the Contractor's control that contributed to the failure to meet performance standards or comply with a PRP, including consideration of sufficient time.

Follow the escalation ladder if there is a disagreement regarding an evaluation or disposition of a PRP. The Contractor may submit additional documentation pertaining to the dispute. The District Engineer's decision on a Contractor's evaluation score and recommendation of action required in a PRP or follow-up for noncompliance is final.

4. DIVISION OVERSIGHT

Upon request of the Construction Division or Maintenance Division, develop and submit for Division approval a proposed CAP to document expectations for correcting deficiencies in the performance of projects statewide.

Comply with the CAP as directed. The CAP may be modified at any time up to completion or resolution after written approval of the premise of change from the Division. Failure to meet an adopted or revised adopted CAP to the Division's satisfaction within 120 days will result in immediate referral to the Performance Review Committee for consideration of further action against the Contractor.

The Division will consider and document any events outside the Contractor's control that contributed to the failure to meet performance standards or comply with a CAP, including consideration of sufficient time and associated costs as appropriate.

5. PERFORMANCE REVIEW COMMITTEE

The Performance Review Committee, in accordance with 43 TAC §9.24, will review at minimum all final evaluations, history of compliance with PRPs, any adopted CAPs including agreed modifications, any information about events outside a Contractor's control contributing to the Contractor's performance, and any documentation submitted by the Contractor and may recommend one or more of the following actions:

- take no action,
- reduce the Contractor's bidding capacity,
- prohibit the Contractor from bidding on one or more projects,
- immediately suspend the Contractor from bidding for a specified period of time, by reducing the Contractor's bidding capacity to zero, or
- prohibit the Contractor from being awarded a Contract on which they are the apparent low bidder.

The Deputy Executive Director will determine any further action against the Contractor.

6. APPEALS PROCESS

In accordance with 43 TAC §9.25, the Contractor may appeal remedial actions determined by the Deputy Executive Director.

Special Provision 000
Certificate of Interested Parties (Form 1295)

Submit Form 1295, "Certificate of Interested Parties," in the following instances:

- at Contract execution for Contracts awarded by the Commission,
- at Contract execution for Contracts awarded by the District Engineer or Chief Engineer with an award amount of $1 million or more,
- at any time an existing Contract awarded by the District Engineer or Chief Engineer increases in value to $1 million or more because of changes in the Contract,
- at any time there is an increase of $1 million or more to an existing Contract (e.g., change orders, extensions, and renewals), and
- at any time there is a change to the information in Form 1295, when the form was filed for an existing Contract.

Form 1295 and instructions for completing and filing the form are available on the Texas Ethics Commission website.

Special Provision 000
Important Notice to Contractors

Table 1
Daily Contract Administration Liquidated Damages

For Dollar Amount of Original Contract		Dollar Amount of Daily Contract Administration Liquidated Damages per Working Day
From More Than	To and Including	
0	1,000,000	618
1,000,000	3,000,000	832
3,000,000	5,000,000	940
5,000,000	15,000,000	1,317
15,000,000	25,000,000	1,718
25,000,000	50,000,000	2,411
50,000,000	Over 50,000,000	4,265

In addition to the amount shown in Table 1, the liquidated damages will be increased by the amount shown in Item 8 of the General Notes for Road User Cost (RUC), when applicable.

Special Provision to Item 4
Scope of Work

Item 4, ‘‘Scope of Work,’’ of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 4.4., ‘‘Changes in the Work,’’ is supplemented by the following.

When mutually agreed in writing, the Engineer may extend the Contract if the Contractor has satisfactorily fulfilled the terms and conditions of the Contract. The extension may be for an additional period of 1 yr. and may include additional quantities up to the original bid quantities plus any quantities added by change order. The extension will meet the terms and conditions of the Contract. Execute the extension before the final acceptance of the Contract unless agreed upon by the Engineer. The Contract and the extension will be prosecuted consecutively. Only one extension will be allowed.

Special Specification 7010
Maintenance Speed Limit Signing

1. DESCRIPTION

Furnish, install, maintain, and remove all maintenance speed limit signing and materials. Cover existing speed limit signs as shown on plans and as directed.

2. CONSTRUCTION

The Department will direct the Contractor if maintenance speed limit signing is required per District Engineer decision on the individual work order. Implement maintenance speed limit signing as shown on the plans.

Install maintenance speed limit signing straight and plumb. Minor adjustments to meet field conditions are allowed.

Maintain maintenance speed limit signing by taking corrective action when notified. Corrective actions include, but are not limited to, cleaning, replacing, straightening, covering, and removing signs. Maintain the signs such that they are properly positioned and spaced, legible, and have retroreflective characteristics that meet requirements day or night and in all weather conditions.

Remove all maintenance speed limit signing and uncover existing speed limit signing upon completion of the work as shown on the plans or as directed.

3. MEASUREMENT

This Item will be measured by the each or day.

When measured by the each, measurement will include each maintenance work zone location (both travel directions) where maintenance speed limit signing is used. Signing and materials will be furnished and installed, relocated, maintained, and removed, of the type and size specified for the duration of the setup as required by the Engineer.

When measured by the day, measurement will include a day for each maintenance work zone location (both travel directions) where maintenance speed limit signing is used. Signing and materials will be furnished and installed, relocated, maintained, and removed, of the type and size specified for the duration of the setup as required by the Engineer.

4. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Maintenance Speed Limit Signing.”

This price is full compensation for furnishing and installing, maintaining, and removing maintenance speed limit signing; materials; labor; and covering and uncovering existing speed limit signing.

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