Control	**6462-75-001**
Project	**RMC - 646275001**
Highway	**SH0095**
County	**LAVACA**

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	**6462-75-001**
Project	**RMC - 646275001**
Highway	**SH0095**
County	**LAVACA**

PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2024 SPECIFICATIONS

WORK CONSISTING OF CULVERT REPAIR

LAVACA 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 90 working days and will be accepted when fully completed and finished to the satisfaction of the Executive Director or designee.

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

ELEVEN THOUSAND (Dollars) **($11,000)**

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

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

By signing the proposal the bidder certifies:

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

- **Signed: ****

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

Print Name:

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

Title:

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

Company:

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

- Signatures to comply with Item 2 of the specifications.

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

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

NOTICE TO CONTRACTORS

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

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

TEXAS DEPARTMENT OF TRANSPORTATION

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, (Contractor Name) _____

_____

Hereinafter called the Principal, and (Surety Name) _____

_____

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

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

Control	**6462-75-001**
Project	**RMC - 646275001**
Highway	**SH0095**
County	**LAVACA**

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	**6462-75-001**
Project	**RMC - 646275001**
Highway	**SH0095**
County	**LAVACA**

IMPORTANT

PLEASE RETURN THIS SHEET IN ITS ENTIRETY

Please acknowledge receipt of this check(s) at your earliest convenience by signing below in longhand, in ink, and returning this acknowledgement in the enclosed self addressed envelope.

Check Received By: _____ Date:_____

Title: _____

For (Contractor's Name): _____

Project _____ County_____

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NOTICE TO THE BIDDER

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the Department at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the Department. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

$_____

Total Bid Amount

Control 0001-03-030
Project STP 2000(938)HES
Highway SH 20
County EL PASO

ALT	ITEM	DESC	SP	Bid Item Description	Unit	Quantity	Bid Price	Amount	Seq
	104	509		REMOV CONC (SDWLK)	SY	266.400	$10.000	$2,664.00	1

EXAMPLE

Total Bid Amount _____$2,664.00_____

Signed _____
Title _____
Date _____

Additional Signature for Joint Venture:

Signed _____
Title _____
Date _____

EXAMPLE OF BID PRICES SUBMITTED BY COMPUTER PRINTOUT

EXAMPLES

BID PRICES SUBMITTED BY HAND WRITTEN FORMAT

ALT	ITEM-CODE			UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC NO	S.P. NO.				
	190	026		RED OAK 1 1/2 - 1 3/4 GAL BB	EA	9.000	1
				EXAMPLE: One hundred fifty DLRS and No CENTS			

Unit price for each plant in place

	249	014		FLEX BASE(DEL)(DENSCOT)(TY A GR4 CL2)	TON	56,787.00	14
				EXAMPLE: Seven DLRS and Fifty three CENTS			

Unit price for each ton of Flexible Base

	430	001	001	CL A CONC FOR EXT STR (CULV)	CY	45.000	27
				EXAMPLE: Three hundred five DLRS and No CENTS			

Unit price for each cubic yard of Concrete

	610	007	001	RDWY ILL ASSEM(TY ST 50T-8-8)(.4 KW)S	EA	13.000	7
				EXAMPLE: Fourteen hundred sixteen DLRS and Thirty seven CENTS			

Unit price of each Roadway Illumination Assembly

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ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	104	7006		REMOV CONC (RIPRAP) DOLLARS and CENTS	SY	104.000	1
	132	7017		EMBANK (VEH)(OC)(TY C) DOLLARS and CENTS	CY	110.200	2
	164	7002		BROADCAST SEED (PERM_RURAL_CLAY) DOLLARS and CENTS	SY	400.000	3
	164	7005		BROADCAST SEED (TEMP_WARM) DOLLARS and CENTS	SY	100.000	4
	164	7006		BROADCAST SEED (TEMP_COOL) DOLLARS and CENTS	SY	100.000	5
	168	7001		VEGETATIVE WATERING DOLLARS and CENTS	TGL	3.370	6
	400	7006		CUT & RESTORING PAV DOLLARS and CENTS	SY	330.000	7
	400	7010		CEM STABIL BKFL DOLLARS and CENTS	CY	284.900	8
	402	7001		TRENCH EXCAVATION PROTECTION DOLLARS and CENTS	LF	441.000	9
	432	7006		RIPRAP (CONC)(CL C) DOLLARS and CENTS	CY	16.000	10
	432	7041		RIPRAP (STONE PROTECTION)(12 IN) DOLLARS and CENTS	CY	23.000	11
	460	7003		CMP (GAL STL 18 IN) DOLLARS and CENTS	LF	40.000	12

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	460	7005		CMP (GAL STL 24 IN) DOLLARS and CENTS	LF	38.000	13
	462	7004		CONC BOX CULV (4 FT X 3 FT) DOLLARS and CENTS	LF	8.500	14
	462	7006		CONC BOX CULV (5 FT X 2 FT) DOLLARS and CENTS	LF	108.000	15
	462	7012		CONC BOX CULV (6 FT X 4 FT) DOLLARS and CENTS	LF	62.000	16
	464	7001		RC PIPE (CL III)(12 IN) DOLLARS and CENTS	LF	32.000	17
	464	7003		RC PIPE (CL III)(18 IN) DOLLARS and CENTS	LF	98.000	18
	464	7005		RC PIPE (CL III)(24 IN) DOLLARS and CENTS	LF	93.000	19
	464	7007		RC PIPE (CL III)(30 IN) DOLLARS and CENTS	LF	149.000	20
	464	7043		RC PIPE (ARCH)(CL III)(DES 4) DOLLARS and CENTS	LF	134.000	21
	464	7045		RC PIPE (ARCH)(CL III)(DES 6) DOLLARS and CENTS	LF	68.000	22
	466	7101		HEADWALL (CH - PW - 0) (DIA= 24 IN) DOLLARS and CENTS	EA	1.000	23
	466	7175		WINGWALL (PW - 1) (HW=5 FT) DOLLARS and CENTS	EA	2.000	24

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	467	7095		SET (TY I)(S= 5 FT)(HW= 3 FT)(3:1)(C) DOLLARS and CENTS	EA	2.000	25
	467	7096		SET (TY I)(S= 5 FT)(HW= 3 FT)(4:1)(C) DOLLARS and CENTS	EA	2.000	26
	467	7304		SET (TY II) (18 IN) (CMP) (6: 1) (P) DOLLARS and CENTS	EA	2.000	27
	467	7308		SET (TY II) (18 IN) (RCP) (6: 1) (P) DOLLARS and CENTS	EA	4.000	28
	467	7324		SET (TY II) (24 IN) (CMP) (6: 1) (P) DOLLARS and CENTS	EA	2.000	29
	467	7325		SET (TY II) (24 IN) (RCP) (3: 1) (C) DOLLARS and CENTS	EA	2.000	30
	467	7328		SET (TY II) (24 IN) (RCP) (6: 1) (P) DOLLARS and CENTS	EA	2.000	31
	467	7345		SET (TY II) (30 IN) (RCP) (3: 1) (C) DOLLARS and CENTS	EA	2.000	32
	467	7346		SET (TY II) (30 IN) (RCP) (4: 1) (C) DOLLARS and CENTS	EA	2.000	33
	467	7348		SET (TY II) (30 IN) (RCP) (6: 1) (P) DOLLARS and CENTS	EA	2.000	34
	467	7440		SET (TY II) (DES 4) (RCP) (4: 1) (C) DOLLARS and CENTS	EA	4.000	35
	467	7456		SET (TY II) (DES 6) (RCP) (4: 1) (C) DOLLARS and CENTS	EA	2.000	36

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	496	7036		REMOV STR (SMALL) DOLLARS and CENTS	EA	14.000	37
	500	7001		MOBILIZATION DOLLARS and CENTS	LS	1.000	38
	502	7001		BARRICADES, SIGNS AND TRAFFIC HAN-DLING DOLLARS and CENTS	MO	6.000	39
	506	7039		TEMP SEDMT CONT FENCE (INSTALL) DOLLARS and CENTS	LF	400.000	40
	506	7041		TEMP SEDMT CONT FENCE (REMOVE) DOLLARS and CENTS	LF	400.000	41
	658	7056		INSTL OM ASSM (OM-2Y)(WC)GND DOLLARS and CENTS	EA	24.000	42
	752	7002		SPOT TREE TRIMMING / BRUSH REMOVAL DOLLARS and CENTS	LF	35.000	43

CERTIFICATION OF INTEREST IN OTHER BID PROPOSALS FOR THIS WORK

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

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

_____ YES

_____ NO

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

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

ENGINEER SEAL

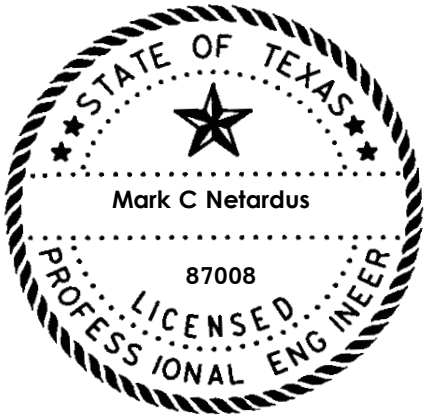
Control **6462-75-001**

Project **RMC - 646275001**

Highway **SH0095**

County **LAVACA**

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



The seal appearing on this document was authorized by

Mark C Netardus, P.E.

OCTOBER 09, 2024

Project Number: 6462-75-001

County: LAVACA, ETC.

Highway: SH 95, ETC.

GENERAL NOTES:

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

Covey Morrow IV Covey.Morrow@txdot.gov
Chase Hermes Chase.Hermes@txdot.gov

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

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.

I. UNION PACIFIC RAILROAD COMPANY

PROTECTION OF FIBER OPTIC CABLE SYSTEMS

Fiber optic cable systems may be buried on the railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. The state and/or its contractor shall telephone the railroad during normal business hours (7:00 a.m. to 9:00 p.m., central time, Monday through Friday, except holidays) at 1-888-877-7267 (also a 24-hour, seven-day number for emergency calls) to determine if fiber optic cable is buried on the railroad's premises to be used by the state. If it is, the state and/or its contractor will telephone the telecommunications company(ies) involved, arrange for a cable locator and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the railroad's premises.

Individual structures will be extended on one side at a time through completion before construction work is begun on the opposite side unless otherwise directed.

Do not work on the roadway before sunrise or after sunset unless otherwise approved.

Leave all traffic lanes open to traffic at night, weekends and holidays unless otherwise approved.

The following standard detail sheets have been modified:

CH-PW-0

Leave all intersecting roadways, side streets, and entrances open during construction unless otherwise approved. Should there be a request to restrict access for such reasons as parallel culvert replacement, reconstruction, etc., approval will be required 48 hours in advance and the contractor will be required to coordinate satisfactorily with any affected property owners.

Unless otherwise approved, maintain a minimum safety clearance from the edge of the travelway for material stockpiled in proximity of traffic lanes based on the current average traffic count of the particular highway as follows:

0 - 1500 = 16 feet
Over 1500 = 30 feet

In the event the above requirements cannot be met, make arrangements to stockpile material off the right of way.

At those locations where centerline structures are to be replaced, remove existing structures and install new structures in half widths. Work and materials required for temporary bulkheads will be considered subsidiary. One-way traffic will be allowed during daylight hours only.

The Department will provide the cylinder testing machine for this project. Deliver the test specimens to the engineer's curing facilities as directed.

Do not clean out concrete trucks within the right of way.

The contractor shall field verify all existing pipe, box culvert, and safety end treatments sizes prior to fabrication of related items. All work involved with field verifying will not be measured or paid for directly but will be subsidiary to pertinent items.

The contractor must coordinate with Texas Parks & Wildlife Department (TPWD) at PR 11 in Palmetto State Park and Neasloney Wildlife Management Area located in Gonzales County prior to construction. The contractor should arrange with TPWD to have a representative present during all excavation to collect any historic CCC Rocks that are found.

ITEM 7: LEGAL RELATIONS AND RESPONSIBILITIES

No significant traffic generator events identified.

If the contractor proposes work beyond the TxDOT obtained permit limitations, the contractor is responsible for additional costs, delays, and obtaining new or revised permits prior to construction.

Project Number: 6462-75-001

County: LAVACA, ETC.

Highway: SH 95, ETC.

ITEM 8: PROSECUTION AND PROGRESS

Provide progress schedule as a Bar Chart.

ITEM 132: EMBANKMENT

Furnish Type C embankment consisting of suitable earth material such as loam, clay or other such material that will form a stable embankment and has a plasticity index of at least 15 but not more than 40.

ITEM 400: EXCAVATION AND BACKFILL FOR STRUCTURES

Flexible base (Ty D) may be used for cement stabilized backfill aggregate, as approved.

ITEM 432: RIPRAP

Place 1/2 inch expansion joint material between the two concrete areas or structures where riprap is placed against other concrete such as concrete pavement and structures unless otherwise shown on the plans or as directed. This work will not be paid for directly but will be subsidiary to the pertinent items.

Unless otherwise shown on the plans or directed, riprap will be 5" deep and reinforced; reinforced toewalls 6" wide and 12" deep will be placed around the perimeter of each location.

The dimension as shown in the stone protection bid item description is the stone size as described in the specification. The required thickness will be as shown elsewhere in the plans.

ITEM 460: CORRUGATED METAL PIPE

Corrugations shall be 2 2/3 by 1/2 inch and minimum 16 gauge.

ITEM 462: CONCRETE BOX CULVERTS AND DRAINS

Use precast concrete boxes on this project except at SH 237.

When extending box culverts, if footings and interior walls are not broken back to expose reinforcement, embed steel dowels into the concrete to splice with the "F" bars of the proposed footing and wall extensions. Embed dowels a minimum of 12" into the new construction to meet the minimum splice requirements of Item 440. Match the number, size and grade of dowel bars to the proposed "F" bars. Epoxy for dowel bar embedment will be as approved. This work will not be paid for directly but will be subsidiary to pertinent items.

For payment purposes, the culvert extension quantities are measured from the outside edge of the existing culvert headwall and do not include any necessary breakback into the existing culvert. Alternatives to the breakback including doweling may be allowed or directed dependent on related standard sheets (skew/fill depth) and other applicable general notes. All work related to breakback and alternative construction methods is subsidiary to pertinent items.

Removing and disposing of portions of existing structures including wingwalls, headwalls, safety end treatments, etc. is subsidiary to the proposed culvert extension, proposed end treatment, or remove structure (small)(large)(box culvert)(pipe) items.

ITEMS 464 & 467: REINFORCED CONCRETE PIPE & SAFETY END TREATMENT

If required, concrete collars, will be used at pipe joints. Collars will be reinforced as directed. No direct compensation will be made for concrete collars and they will be subsidiary to the pertinent items.

ITEM 467: SAFETY END TREATMENT

Precast safety end treatment sections will not be allowed.

Provide reinforced concrete riprap for all pipe safety end treatments. Round corners on safety end treatment riprap to a minimum 12 inch radius as directed. The riprap will not be paid for directly but will be subsidiary to Item 467.

Provide and use a form along the cut end of the pipe when placing the adjacent reinforced concrete riprap for pipe safety end treatment sections.

Riprap cross slope above the working point may need to be flatter than 6:1 slope to improve driveway tie-in as directed by the engineer.

Project Number: 6462-75-001

County: LAVACA, ETC.

Highway: SH 95, ETC.

ITEM 496: REMOVING STRUCTURES

Remove existing structures and install new structures in half widths. Work and materials required for temporary bulkheads will be subsidiary.

Material removed under this item will not be deemed salvageable.

ITEM 502: BARRICADES, SIGNS, AND TRAFFIC HANDLING

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

Use WZ(RS)-22 in conjunction with TCP(2-2).

Use TCP(2-2b) for one-lane, two-way traffic control.

When using TCP(2-2b), a pilot car is required to lead traffic through the work space with or without channelizing devices on the center line unless otherwise approved.

When using TCP(2-2b), channelizing devices may be omitted during base, subgrade and seal coat operations unless otherwise directed. Flaggers will be required at public intersections when channelizing devices are omitted.

When using TCP(2-2b), arrow boards, displaying the caution mode, may be used to enhance the flagger stations. If used, place the arrow board in advance of the flagger station a distance of ½X, the sign spacing distance shown on BC(2). Use arrow boards as shown on BC(7).

When using TCP(2-2b), the temporary 24" stop line and the CW16-2P plaques may be omitted.

When using TCP(2-2b), an additional "Road Work Ahead" and "Be Prepared To Stop" signs will be required on each end of the lane closure unless otherwise approved.

Provide suitable warning lights mounted high enough to be visible from all directions on all construction equipment, including pilot vehicles, and operate warning lights when the equipment is within the right of way. Equip other equipment such as trucks, trailers, autos, etc., with emergency flashers and use emergency flashers while within the work area.

Project Number: 6462-75-001

County: LAVACA, ETC.

Highway: SH 95, ETC.

The utilization of TCP (2-2b) while work is being performed at cross culvert locations shall be considered subsidiary to Item 502, "Barricades, Signs, and Traffic Handling". Any additional measures desired by the contractor and as approved by the engineer, will be at the contractor's entire expense.

Project limit traffic control devices will not be required for this project.

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

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

ITEM 506: TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

1. See SWP3 plan sheet for total disturbed acreage.

2. The disturbed area in this project, all project locations in the contract, and contractor project specific locations (PSLs), within one (1) mile of the project limits, for the contract will further establish the authorization requirements for storm water discharges.

3. The department will obtain an authorization to discharge storm water from the Texas Commission on Environmental Quality (TCEQ) for the construction activities shown on the plans.

4. Obtain any required authorization from the TCEQ for any contractor PSLs for construction activities on or off right-of-way (ROW).

5. When the total disturbed area for all projects in the contract and PSLs within one (1) mile of the project limits exceeds five (5) acres, provide a copy of the contractor NOI.

6. Provide a signed sketch detailing the location of any contractor's PSLs on ROW or within one (1) mile of the project.

CONTROL : 6462-75-001
PROJECT : RMC - 646275001
HIGHWAY : SH0095
COUNTY : LAVACA

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 104 REMOVING CONCRETE
ITEM 132 EMBANKMENT <100><110><160><204><210><216><400>
ITEM 164 SEEDING FOR EROSION CONTROL <162><166><168>
ITEM 168 VEGETATIVE WATERING
ITEM 400 EXCAVATION AND BACKFILL FOR STRUCTURES <110><132><401><402><403><416><420><421><423>
ITEM 402 TRENCH EXCAVATION PROTECTION
ITEM 432 RIPRAP <247><420><421><431><440>
ITEM 460 CORRUGATED METAL PIPE <400><402><403><445><467><476>
ITEM 462 CONCRETE BOX CULVERTS AND DRAINS <400><402><403><420><421><422><440><464><467><476>
ITEM 464 REINFORCED CONCRETE PIPE <400><402><403><467><476>
ITEM 466 HEADWALLS AND WINGWALLS <400><420><421><432><440><464>
ITEM 467 SAFETY END TREATMENT <400><420><421><432><440><442><445><460><464>
ITEM 496 REMOVING STRUCTURES
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING <503><505><510>
ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS <161><432><556>
ITEM 658 DELINEATOR AND OBJECT MARKER ASSEMBLIES <445>
ITEM 752 TREE AND BRUSH REMOVAL

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

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

SPECIAL SPECIFICATIONS:

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

CHILD SUPPORT STATEMENT

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

CONFLICT OF INTEREST CERTIFICATION

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

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

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

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

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

E-VERIFY CERTIFICATION

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

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

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

Certification Regarding Disclosure of Public Information

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

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

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

By entering into Contract, the Contractor agrees to:

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

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

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

CERTIFICATION TO NOT BOYCOTT ISRAEL

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

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

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

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

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

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

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

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

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

CERTIFICATION TO NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS

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

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

This provision applies to a contract that:

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

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

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

Special Provision to Item 000
Nondiscrimination

1. DESCRIPTION

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

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

2. DEFINITION OF TERMS

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

3. NONDISCRIMINATION PROVISIONS

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

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

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

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

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

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

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

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

Special Provision 000
Important Notice to Contractors

1. GENERAL

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

2. DEFINISIONS

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

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

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

3. CONTRACTOR EVALUATIONS

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

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

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

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

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

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

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

4. DIVISION OVERSIGHT

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

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

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

5. PERFORMANCE REVIEW COMMITTEE

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

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

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

6. APPEALS PROCESS

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

Special Provision 000
Certificate of Interested Parties (Form 1295)

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

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

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

Special Provision 000
Important Notice to Contractors

Table 1
Daily Contract Administration Liquidated Damages

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

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

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