Control	**6471-32-001**
Project	**RMC - 647132001**
Highway	**IH0035E**
County	**ELLIS**

ADDENDUM ACKNOWLEDGMENT

Each bidder is required to acknowledge receipt of an addendum issued for a specific project. This page is provided for the purpose of acknowledging an addendum.

FAILURE TO ACKNOWLEDGE RECEIPT OF AN ADDENDUM WILL RESULT IN THE BID NOT BEING READ.

In order to properly acknowledge an addendum place a mark in the box next to the respective addendum.

ADDENDUM NO. 1 ☐

ADDENDUM NO. 2 ☐

ADDENDUM NO. 3 ☐

ADDENDUM NO. 4 ☐

ADDENDUM NO. 5 ☐

In addition, the bidder by affixing their signature to the signature page of the proposal is acknowledging that they have taken the addendum(s) into consideration when preparing their bid and that the information contained in the addendum will be included in the contract, if awarded by the Commission or other designees.

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Control	**6471-32-001**
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PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2024 SPECIFICATIONS

WORK CONSISTING OF ON-CALL TRAFFIC CONTROL SERVICES

ELLIS 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:

NINE THOUSAND (Dollars) **($9,000)**

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

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	**6471-32-001**
Project	**RMC - 647132001**
Highway	**IH0035E**
County	**ELLIS**

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.

C U T H E R E

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BIDDER'S CHECK RETURN

IMPORTANT

The space provided for the return address must be completed to facilitate the return of your bidder's check. Care must be taken to provide a legible, accurate, and complete return address, including zip code. A copy of this sheet should be used for each different return address.

NOTE

Successful bidders will receive their guaranty checks with the executed contract.

RETURN BIDDERS CHECK TO (PLEASE PRINT):

Control	**6471-32-001**
Project	**RMC - 647132001**
Highway	**IH0035E**
County	**ELLIS**

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.				
	500	7002		MOBILIZATION (CALLOUT) DOLLARS and CENTS	EA	100.000	1
	500	7033		MOBILIZATION (EMERGENCY) DOLLARS and CENTS	EA	50.000	2
	503	7001		PORTABLE CHANGEABLE MESSAGE SIGN DOLLARS and CENTS	DAY	10.000	3
	505	7001		TMA (STATIONARY) DOLLARS and CENTS	DAY	250.000	4
	505	7003		TMA (MOBILE OPERATION) DOLLARS and CENTS	DAY	400.000	5
	790	7039		LANE CLOSURE(HOURLY ONLY)(TYP 1) DOLLARS and CENTS	HR	500.000	6
	790	7040		LANE CLOSURE(HOURLY ONLY)(TYP 2) DOLLARS and CENTS	HR	20.000	7
	790	7041		LANE CLOSURE(HOURLY ONLY)(TYP 3) DOLLARS and CENTS	HR	40.000	8
	790	7043		LANE CLOSURE(HOURLY ONLY)(TYP 5) DOLLARS and CENTS	HR	40.000	9
	790	7045		LANE CLOSURE(HOURLY ONLY)(TYP 7) DOLLARS and CENTS	HR	20.000	10
	790	7046		LANE CLOSURE(HOURLY ONLY)(TYP 8) DOLLARS and CENTS	HR	40.000	11
	790	7047		LANE CLOSURE(HOURLY ONLY)(TYP 9) DOLLARS and CENTS	HR	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.				
	790	7049		LANE CLOSURE(HOURLY ONLY)(TYP 11) DOLLARS and CENTS	HR	25.000	13
	790	7051		LANE CLOSURE(HOURLY ONLY)(TYP 13) DOLLARS and CENTS	HR	25.000	14
	790	7052		LANE CLOSURE(HOURLY ONLY)(TYP 14) DOLLARS and CENTS	HR	20.000	15
	790	7053		LANE CLOSURE(HOURLY ONLY)(TYP 15) DOLLARS and CENTS	HR	20.000	16
	790	7054		LANE CLOSURE(HOURLY ONLY(TYP 16) DOLLARS and CENTS	HR	20.000	17
	790	7055		LANE CLOSURE(HOURLY ONLY)(TYP 17) DOLLARS and CENTS	HR	20.000	18
	790	7056		LANE CLOSURE(HOURLY ONLY)(TYP 18) DOLLARS and CENTS	HR	20.000	19
	790	7057		LANE CLOSURE(HOURLY ONLY)(TYP 19) DOLLARS and CENTS	HR	20.000	20
	790	7058		ADDITIONAL LANE CLOSURE ITEM(TYPE 20) DOLLARS and CENTS	HR	200.000	21
	790	7059		ADDITIONAL LANE CLOSURE ITEM(TYPE 21) DOLLARS and CENTS	HR	100.000	22
	790	7060		ADDITIONAL LANE CLOSURE ITEM(TYPE 22) DOLLARS and CENTS	HR	100.000	23

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

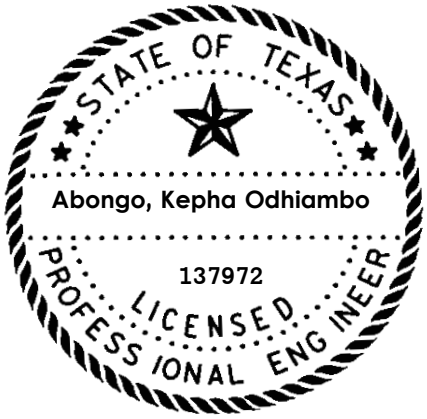
Control **6471-32-001**

Project **RMC - 647132001**

Highway **IH0035E**

County **ELLIS**

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

Abongo, Kepha Odhiambo, P.E.

AUGUST 07, 2024

General:

This project consists of performing "On-Call Traffic Control Services" on various roadways in the Ellis County Maintenance Section.

Work to be performed under this contract is Non-Site Specific.

Provide and maintain a dedicated email address for receipt of work orders and correspondence throughout the term of this contract. Acknowledgement of emailed work order/callouts is required no more than 12 hr. from notification.

Contractor's attention is called to the fact that all adjoining pavement sections will be protected during all phases of construction and any damages incurred due to Contractor's operation will be repaired and replaced at the Contractor's expense.

Coordinate work through:

Michael Anthony
124 FM 876
Waxahachie, Texas 75167
972-938-2960

Bids will be received at 4777 E. Hwy 80, Mesquite, Texas 75150-6643.

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

Michael Anthony Michael.Anthony@txdot.gov
Juan Paredes Juan.Paredes@txdot.gov

Questions may be submitted via the Letting Pre-Bid Q&A web page. This webpage can be accessed from the Notice to Contractors dashboard located at the following Address:

https://tableau.txdot.gov/views/ProjectInformationDashboard/NoticetoContractors

All contractor questions will be reviewed by the Engineer. All questions and any corresponding responses that are generated will be posted through the same Letting Pre-Bid Q&A web page.

The Letting Pre-Bid Q&A web page for each project can be accessed by using the dashboard to navigate to the project you are interested in by scrolling or filtering the dashboard using the controls on the left. Hover over the blue hyperlink for the project you want to view the Q&A for and click on the link in the window that pops up.
Attention is directed to the possible presence of underground utilities owned by the Texas Department of Transportation (irrigation, signal, illumination and surveillance, communication,

and control) on the right of way. Call the Department for locates at 214-320-6682 48 hr. in advance of excavation. Contact the appropriate department of the local city or town a minimum of 48 hr. in advance of excavation.

If overhead or underground power lines need to be de-energized, contact the electrical service provider to perform this work. Cost associated with de-energizing the power lines or other protective measures required are at no expense to the Department.

If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.

Item 2 – Instructions to Bidders:

This project includes plan sheets that are not part of the bid proposal.

View or download plans at:

http://www.dot.state.tx.us/business/plansonline/agreement.htm

Item 4 – Scope of Work:

Contract extensions will be mutually agreed upon six months prior to the completion of the project.

Unit prices may be adjusted to reflect the current Federal Consumer Price Index for the Southern Region.

Item 7 – Legal Relations and Responsibilities:

Pre-construction safety meeting will be conducted with Contractor's personnel prior to work beginning on a continuously prosecuted contract or before each callout work request.

Attendance of this meeting will not be paid directly but considered subsidiary to the various bid items.

Do not obtain law enforcement personnel without requesting in writing 48 hr. prior to need and the Engineer's written approval. The Department may compensate the Contractor for providing full time, off-duty, uniformed, law enforcement personnel, and patrol car. The law enforcement personnel may be required for assistance with traffic control for lane or ramp closures or other situations that dictate the need for law enforcement officers as directed. Off-duty law enforcement personnel will have transportation jurisdiction and full police powers. Law enforcement personnel will show proof of certification by the Texas Commission on Law Enforcement (TCOLE).

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.

Holiday restrictions – the Engineer may decide that no lane closures or construction operations will be allowed during the restricted periods listed in the following holiday schedule. TxDOT has the right to lengthen, shorten, or otherwise modify these restricted periods as actual, or expected, traffic conditions may warrant. Working days will not be charged for these restricted periods. No additional compensation will be allowed for these restricted closures (i.e., overhead, delays, stand-by, barricades or any other associated cost impacts).

- New Year's Eve and Day (noon on December 31 thru 10 P.M. January 1)
- Easter Holiday weekend (noon on Friday thru 10 P.M. Sunday)
- Memorial Day weekend (noon on Friday thru 10 P.M. Monday)
- Independence Day (noon on July 3 thru 10 P.M. on July 5)
- Labor Day weekend (noon on Friday thru 10 P.M. Monday)
- Thanksgiving Holiday (noon on Wednesday thru 10 P.M. Sunday)
- Christmas Holiday (noon on December 23 thru 10 P.M. December 26)

Holiday restrictions for Independence Day, Thanksgiving Holiday, and the Christmas Holiday may be extended for the "week of" due to the nature of work being performed and the work location at the discretion of the Engineer for safety of the traveling public.

Roadway closures during the following key dates and/or special events are prohibited.

Event Restrictions – No Lane Closures that restricts or interferes with traffic will be allowed for the regional events set forth below. TxDOT has the right to lengthen, shorten, or otherwise modify these restrictions as actual traffic conditions may warrant. TxDOT also has the right to modify the list of major events as they are added, renamed, rescheduled, or as warranted.

- National Polka Festival – The event is the last weekend of every May. No lane closures will be allowed without Engineer approval for roadways in or around Ennis, Texas. Please see the event website for specific dates. www.nationalpolkafestival.com/
- Ennis Bluebonnet Trails Festival – The event is the month of April. No lanes closures on the various Farm-to-Market roadways will be allowed without Engineer approval. The roadways vary each year. Please see the event website for a current map and list of roadways. https://www.visitennis.org/bluebonnet.html
- Texas Motorplex - The are several major events held including the Spring, Summer, and Fall NHRA Nationals. These events affect US-287 (between Ennis and Waxahachie). No lane closures will be allowed without Engineer approval. Please visit the Texas Motorplex website for current schedule for specific dates and times. www.texasmotorplex.com

- Scarborough Renaissance Festival – Waxahachie, Texas – The event is every weekend (Saturday and Sunday) during the months of April and May. The event affects IH-35E northbound and southbound between mile markers 397 – 402 and FM-66. No lane closures will be allowed without Engineer approval. Additional information may be found on the events website. www.srfestival.com
- The University of Texas vs. University of Oklahoma football game (no lane closures beginning 4 hr. prior to the event and ending 3 hr. following event completion).

Item 8 – Prosecution and Progress:

Working days will be charged in accordance with Section 8.3.1.4, "Standard Workweek".

Contract days will be charged in accordance with Section 8.3.1.5, "Calendar Day".

Nighttime work is allowed in accordance with Section 8.3.3.2.1.

Item 500 – Mobilization:

A call out work request may consist of multiple roadways, no more than 5. Should the work duration extend beyond 5 days, another call-out work request will be issued.

In the event emergency traffic control services are requested, report to the requested location within 30 minutes of notification plus adequate travel time.

In the event of snow and ice when traffic control services are requested, report to the requested location within 1 hr. of notification or as directed with personnel and equipment.

Item 502 – Barricades, Signs, and Traffic Handling:

Perform work Monday through Friday during daylight hours. Do not begin work until 30 minutes after sunrise and cease operations 30 minutes before sunset.

Nighttime and weekend work may be required.

Maximum length of lane closure will be 2 miles.

Traffic Control Plans with a lane closure causing backups of 10 minutes or greater in duration will be modified by the Engineer.

Trailer all slow-moving vehicles (designed to operate 25 mph or less) crossing freeway main lanes.

Item 503 – Portable Changeable Message Sign:

Provide Portable Changeable Message Signs (PCMS) units as approved.

PCMS will be placed as directed.

Item 505 – Truck Mounted Attenuator (TMA):

In the event of snow and ice when TMA (Mobile Operations) are requested, report to the requested locations within 1 hr. of notification.

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

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

TCP 2 Series	Scenario		Required TMA/TA	
(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/TA
(3-1)-13	All	2
(3-2)-13	All	3
(3-5)-18	All	1

TCP 6 Series	Scenario		Required TMA/TA	
(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

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

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 TMAs/TAs needed for the project for those times per plan requirements. Additional TMAs/TAs used that are not specified in the plans in which the Contractor expects compensation will require prior approval from the Engineer.

When TMAs are paid by the hour or day, "ready for operation" is defined as all equipment, material, personnel, etc. are present on the project ready to begin work.

Item 790 – Lane Closures:

Use of rumble strips is mandatory for traffic control operations unless otherwise directed or approved. A truck-mounted attenuator will be used to protect personnel while rumble strips are being deployed and removed. Rumble strips will be subsidiary to the various bid items in the contract.

When pilot cars are used, a flagger controlling traffic will be located on each approach.

Provide a minimum of 2 flaggers when required by the Traffic Control Plan. Additional flaggers as required will be paid in accordance with the appropriate bid items.

Flaggers will not use personal multi-media or communication devices [i.e., portable radios, cell phones (unless issued by vendor for flagging crew communications), cassettes, CD players, umbrellas, or chairs) at the flagging station(s).

All flaggers must be attentive and will not sit while flagging.

Flaggers will be rotated on a regular basis as necessary to prevent fatigue and boredom.

Flaggers will face oncoming traffic at all times.

Cones will not be used as flag holders.

Do not park vehicles in State right of way adjacent to the flagging station.

Furnish the following signs and display as requested:

ROAD WORK AHEAD
FLAGGER SYMBOL w/ XXX FEET SIGN

BE PREPARED TO STOP
ONE LANE ROAD AHEAD
LEFT LANE CLOSED
RIGHT LANE CLOSED
END ROAD WORK
RUMBLE STRIPS AHEAD

Provide channelizing devices for lane closure taper and tangent as requested.

Provide two-way radios to communicate with TxDOT crew chief during the specified work operations as well as in areas where flagmen do not have visual contact with one another or cannot communicate with one another.

Employees will park vehicles off of the right of way and away from the work zone as approved. All items shown on TCP standard sheets, required or optional, will be required for this contract.

Any additional truck mounted attenuators will be paid for as directed.

Payment for mobile operations will be under “Mobile Operations” for the number of required truck mounted attenuators required for this mobile operation.

CONTROL : 6471-32-001
PROJECT : RMC - 647132001
HIGHWAY : IH0035E
COUNTY : ELLIS

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 503 PORTABLE CHANGEABLE MESSAGE SIGN
ITEM 505 TRUCK-MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)
ITEM 790 LANE CLOSURES <502><503><505>

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:

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.