Control	**6462-90-001**
Project	**RMC - 646290001**
Highway	**US0090**
County	**LIBERTY**

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	**6462-90-001**
Project	**RMC - 646290001**
Highway	**US0090**
County	**LIBERTY**

PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2024 SPECIFICATIONS

WORK CONSISTING OF TREE TRIMMING AND BRUSH REMOVAL

LIBERTY 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:

FIVE THOUSAND (Dollars) **($5,000)**

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

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

By signing the proposal the bidder certifies:

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

- **Signed: ****

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

Print Name:

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

Title:

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

Company:

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

- Signatures to comply with Item 2 of the specifications.

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

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

NOTICE TO CONTRACTORS

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

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

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

TEXAS DEPARTMENT OF TRANSPORTATION

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, (Contractor Name) _____

_____

Hereinafter called the Principal, and (Surety Name) _____

_____

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

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

Control	**6462-90-001**
Project	**RMC - 646290001**
Highway	**US0090**
County	**LIBERTY**

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	**6462-90-001**
Project	**RMC - 646290001**
Highway	**US0090**
County	**LIBERTY**

IMPORTANT

PLEASE RETURN THIS SHEET IN ITS ENTIRETY

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

Check Received By: _____ Date:_____

Title: _____

For (Contractor's Name): _____

Project _____ County_____

This page intentionally left blank.

NOTICE TO THE BIDDER

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

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

$_____

Total Bid Amount

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

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

EXAMPLE

Total Bid Amount _____$2,664.00_____

Signed _____
Title _____
Date _____

Additional Signature for Joint Venture:

Signed _____
Title _____
Date _____

EXAMPLE OF BID PRICES SUBMITTED BY COMPUTER PRINTOUT

EXAMPLES

BID PRICES SUBMITTED BY HAND WRITTEN FORMAT

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

Unit price for each plant in place

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

Unit price for each ton of Flexible Base

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

Unit price for each cubic yard of Concrete

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

Unit price of each Roadway Illumination Assembly

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PROJECT RMC - 646290001
COUNTY LIBERTY

Proposal Sheet
TxDOT
FORM 234-B I-61-5M

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	500	7002		MOBILIZATION (CALLOUT) DOLLARS and CENTS	EA	20.000	1
	505	7001		TMA (STATIONARY) DOLLARS and CENTS	DAY	50.000	2
	752	7001		TREE TRIMMING / BRUSH REMOVAL DOLLARS and CENTS	MI	30.000	3
	752	7005		TREE REMOVAL (4" - 12" DIA) DOLLARS and CENTS	EA	55.000	4
	752	7006		TREE REMOVAL (12" - 18" DIA) DOLLARS and CENTS	EA	55.000	5
	752	7007		TREE REMOVAL (18" - 24" DIA) DOLLARS and CENTS	EA	45.000	6
	752	7008		TREE REMOVAL (24" - 30" DIA) DOLLARS and CENTS	EA	35.000	7
	752	7009		TREE REMOVAL (30" - 36" DIA) DOLLARS and CENTS	EA	5.000	8

CERTIFICATION OF INTEREST IN OTHER BID PROPOSALS FOR THIS WORK

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

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

_____ YES

_____ NO

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

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

Project Number: RMC 646290001 **Sheet:** _____

County: LIBERTY, ETC. **Control:** 6462-90-001

Highway: US 90, ETC.

General:

Contractor questions on this project are to be emailed to the following individuals:

Roberto Rodriguez, P.E.
Roberto.M.Rodriguez@txdot.gov

Daniel Thompson, P.E.
Daniel.Duke.Thompson@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.

Give 24-hour notice to the Engineer for any scheduled work so that inspection arrangements can be made.

This Contract will become effective upon issuance of a work order. In accordance with Article 8.1, time charges for each work order will begin within 7 calendar days of issuance of a work order. Time charges for each work order will begin at the specified date regardless of work progress.

Each work order will include the locations of trees to remove, limbs to remove, brush to remove, the number of working days, and the date time charges will begin.

Failure to complete work within the number of working days specified in each work order will result in liquidated damages being assessed for each calendar day over the number of specified days in that work order. Transfer of working days from one work order into a subsequent work order is not allowed. Each work order is a standalone entity. If the Contractor has exceeded the allowed working days on multiple ongoing work orders, multiple liquidated damages of $618 will be charged.

Quantities as shown on the plans are estimated quantities only. Actual quantities may vary upon written approval.

The Contractor will make an examination of the project sites and be completely familiar with the nature of work and allow for any work made necessary by unusual conditions or obstacles encountered during the progress of the work.

Personnel will be experienced in Items of work in the Contract for which they will be performing.

Furnish crews and equipment capable of maintaining work in a continuous manner for the completion of the work listed on the work order. Sufficient equipment and personnel to maintain the work schedule will always be maintained. This may require multiple crews. Each crew working under this Contract will have an English-speaking representative on site at all times.

Work will not be permitted when impending weather may impair the quality of work.

Within each maintenance section, complete each roadway before moving to the next roadway unless otherwise directed.

Item 3: Award and Execution of Contract

This Contract includes non-site specific work. Multiple work orders will be used to procure work of the type identified in the Contract at locations that have not yet been determined.

Additional work orders can be added if both State and Contractor agree.

A work order may be suspended to allow a more pressing work order to begin. The pressing work order will be completed and the time will resume on the work order that was suspended. An additional Mobilization (Call-Out) will be paid.

Time requirements for each non-site specific work order will be defined under Item 8. Once work has begun at a location, continue work until the work order is completed unless otherwise directed.

Item 7: Legal Relations and Responsibilities

Furnish all materials, labor and incidentals required to provide for traffic across the highway and for temporary ingress and egress to private property in accordance with Section 7.2.4 of the standard specifications at no additional cost to the state. Maintain ingress and egress to the adjacent property at all times. Consider this work to be subsidiary to the various bid Items of the Contract.

Dispose of all vegetative matter and any other materials removed from the State right of way in accordance with applicable environmental laws, rules, regulations and requirements.

The purpose of this project is to remove any dying trees, hazardous protruding limbs or brush within the State right of way that may affect the safety of the traveling public. This activity maintains the original line and grade, hydraulic capacity and original purpose of the site. Therefore, this project meets the definition of a routine maintenance activity as defined in the TPDES General Permit No. TXR150000 issued March 5, 2013 and TCEQ's TPDES CGP does not apply.

Do not fell trees within Forest Service (National, State or Preserve) without prior approval. Timber cut within Forest Service boundary remains property of the Forest Service and may require measured lengths to be cut or for trees to be felled entirely onto Forest Service land. Such requirements will not be paid for directly, but be considered subsidiary to the pertinent bid Items.

State Contract mowers will mow the right of way during the growing season. The Contractor will be notified by the Engineer one week in advance of the anticipated time when mowers will be in the limits of the project. Clean the right of way to such a condition that allows the mowing Contractors to safely mow.

Item 8: Prosecution and Progress

Working days will be charged as per Section 8.3.1.5 - Calendar Days. No work will be allowed on Sundays unless approved in writing.

The Contractor will mobilize to begin work for each work order within 72 hours of the submission date of the electronic notification. It will be the Contractor's responsibility to check emails daily for work order submissions in the event phone contact cannot be made.

The Contractor will be expected to provide sufficient crews to work on multiple work orders simultaneously, if needed.

Adjoining projects may be in progress during the construction of a portion of this project. Plan and prosecute the sequence of construction and the traffic control plan with adjacent construction projects, if applicable. Manage construction of all work orders to minimize disruption to traffic.

Limit lane closures to a maximum length of 1 mile unless approved in writing.

Item 500: Mobilization

The work on this Contract is intermittent and not continuous. The Contractor will expect multiple mobilizations for the duration of this project.

Mobilization will be paid for each Work Order issued.

Item 502: Barricades, Signs and Traffic Handling

If any changes to the Traffic Control Plan are recommended to improve the safety of the traveling public or the Contractor, revisions will be mutually agreed upon by the Engineer and the Contractor's Responsible Person based on weekly or more frequent traffic management reviews on this project. Payment for the work will be determined in accordance with Article 9.7, "Force Account Method."

Work Zone rumble strips will be used on all short duration and short-term stationary lane closures.

Furnish and maintain all barricades and warning signs, including all temporary and portable traffic control devices necessary to complete construction. Construct and place in accordance with the barricades and construction standards, latest Texas MUTCD, and the TRAFFIC CONTROL PLANS, or as directed. THIS WORK WILL NOT BE PAID FOR DIRECTLY BUT WILL BE CONSIDERED SUBSIDIARY.

Arrange work so that no machinery or equipment will be closer than 30 ft. to the roadway after sunset unless authorized as directed.

Plan work sequence in a manner that will cause the minimum interference with traffic during construction operations.

If at any time during the construction, the proposed plan of operation for handling traffic does not provide for safe and comfortable movement, immediately change operation to correct the unsatisfactory condition.

Shadow vehicles with certified truck mounted attenuators (TMA) will be required as per TCP Standard Sheets as directed.

Any work in or adjacent to a shoulder where the shoulder is less than 10 ft. will require a full lane closure with the appropriate traffic control.

The traffic control plan will conform to the TCP standards and of the latest edition of the Texas Manual on Uniform Traffic Control Devices. All vehicles performing operations will be equipped with Type B or Type C flashing or sequential arrow boards.

The use of current ANSI approved reflectorized safety vests, safety hard hats, steel toed safety footwear and eye protection will be required by the people performing handwork as well as any needed flagging operations. Each person will be certified and properly instructed in flagging procedures.

Do not begin work on the roadway until 30 minutes after sunrise and remove all signs and equipment from the roadway 30 minutes before sunset.

Item 505: Truck mounted Attenuator (TMA) and Trailer Attenuator (TA)

In addition to the shadow vehicles with truck mounted attenuator (TMA) that are specified as being required on the traffic control plan for this project, provide 0 additional shadow vehicle(s) with TMA for TCP(1-1)-18, TCP(1-2)-18, TCP(1-4)-18, and TCP(1-5)-18 as detailed on General Note 4 of TCP(1-1)-18, TCP(1-4)-18, and TCP(1-5)-18, and General Note 5 of TCP(1-2)-18.

Therefore, 1 total shadow vehicles with TMA will be required for this type of work. The Contractor will be responsible for determining if one or more of these operations will be ongoing at the same time to determine the total number of TMA's needed for the project.

Item 506: Temporary Erosion, Sedimentation, and Environmental Controls

It is not anticipated that any erosion, sedimentation, or environmental control devices will be needed on this project. In the event that such controls are necessary, the SW3P for this project will consist of the use of any temporary erosion control measures deemed necessary by the Engineer and as provided under this Item. Payment for the work will be determined in accordance with Article 9.7, "Force Account Method".

Item 752: Tree and Brush Removal

All work is to be completed between October 2nd and February 14th to ensure compliance with the Migratory Bird Treaty Act (MBTA), unless TxDOT Representative and Contractor verify there are NO active bird nests in the area to be cleared.

Do not trespass on private property while performing Items of work on this Contract. Do not cut or damage timber outside the right of way limits.

A chipper for debris will be allowed on this project in areas approved. The Engineer may prohibit chipping in certain areas and require the Contractor to relocate to an approved location. Chipping debris will be removed and disposed of as waste. Chipping debris will not be allowed to be spread within the right of way unless approved in writing.

All mechanical cutting must be capable of making a smooth cut.

Actual trees to be removed and limits of tree trimming and brush removal will be identified by the Engineer with a red, white or orange "X". Do not remove any trees not designated for removal.

The majority of tree trimming and brush removal will be from the centerline of the ditch to the right of way line.

Work will be restricted to only one side of the roadway at a time unless approved in writing.

Pick up and remove all trees and limbs felled from the right of way on the same day. All driveways, walkways, paths, right of way and roadways will be left clean at the end of each workday. Cleanup will be continuously and concurrently with felling operations.

To prevent spread of parasitic plants that may be located on the highway right of way, tree and brush trimming equipment will be disinfected per Item 752 before beginning tree and brush trimming operations on State right of way. Tree and brush trimming equipment will not leave the State right of way to perform other tree and brush trimming operations without being disinfected and the equipment will be disinfected before it returns to the State right of way. The Department inspector will be notified prior to the disinfecting of equipment and will be present during the disinfecting process. The Maintenance Supervisor or a representative of the Department will determine the location to disinfect the tree and brush trimming equipment.

Remove trees that are already down in the right of way as marked. Cut and measure the trees that have fallen from private property at the right of way line. These trees will be paid for in the same manner as trees that are to be felled and removed. Remove a tree in increments when cutting the trees at ground level at locations that may endanger overhead utilities or damage private property.

Trim branches, limbs and brush as indicated on TRB-15(1) and TRB-15(2).

Use equipment that is industry-standard for the type of work being performed, specifically, loaders with sufficient capacity to remove tree trunks from the right of way. All mechanical cutting equipment must be capable of making smooth cut. Use aerial devices when needed. Bucket trucks may be needed at bridges and various other locations.

Have on hand sufficient manpower, equipment, and traffic control to safely stop traffic and clear the roadway of debris during felling operation. Prior to felling each tree, stop traffic on the adjacent roadway. Release traffic again after the felled trees are safely on the ground. Every effort should be made to avoid felling trees onto the roadway. Remove any tree so felled within 5 minutes.

The Contractor will be required to furnish materials and make repairs to the existing roadway and right of way, including rutting, at any location damaged by the Contractor's operations. Reseed areas of excessive soil and vegetation disturbance. This work will be done in a satisfactory manner and will be considered subsidiary to the pertinent bid Items.

Limits of tree and brush removal will be as directed. This work is spread out among numerous locations. Cut and remove all trees and grind stumps on one roadway before starting on another roadway. Backfill the holes that remain after the stumps are ground to a depth of 12 inches below the ground level with acceptable material to the level of the existing ground. If, in the opinion of the Engineer, stumps on back slopes cannot be ground, trees will be cut flush with surrounding ground line. This work will be considered subsidiary to this Item.

The burning of trees or brush will not be permitted on the right of way.

Use of boom axes are not permitted on this project.

Removal of brush, limbs, debris and trees less than 4 inches in diameter are considered brush and will be subsidiary to Item 752.

CONTROL : 6462-90-001
PROJECT : RMC - 646290001
HIGHWAY : US0090
COUNTY : LIBERTY

TEXAS DEPARTMENT OF TRANSPORTATION

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION SEPTEMBER 1, 2024. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
ITEM 500 MOBILIZATION
ITEM 505 TRUCK-MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)
ITEM 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 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 SPECIFI-

CATIONS 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.