

SECTION 30

AWARD AND EXECUTION OF CONTRACT

- 30-01 CONSIDERATION OF BIDS.** After the bids are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the bid by the unit bid prices. If a bidder's bid contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit price written in words shall govern, unless obviously incorrect.

Until the award of a contract is made, TxDOT reserves the right to reject a bidder's bid for either of the following reasons:

- a. If the bid is non-responsive as specified in the subsection titled NON-RESPONSIVE BIDS of Section 20-07.
- b. If the bidder is disqualified for any of the reasons specified in the subsection titled DISQUALIFICATION OF BIDDERS of Section 20-13.
- c. If the bid is an UNBALANCED BID as specified in Section 20-08.

If a bid is rejected for any of the above reasons, the bidder shall not be considered in future bids for the same project. In addition, until the award of a contract is made, TxDOT reserves the right to reject any or all bids, waive technicalities, if such waiver is in the best interest of TxDOT and is in conformance with applicable federal, state and local laws or regulations pertaining to the letting of construction contracts; advertise for new bids; or proceed with the work otherwise. All such actions shall promote TxDOT's best interests.

- 30-02 AWARD OF CONTRACT.** The award of a contract as follows:

- A. If it is to be awarded, shall be made within 60 calendar days of the date specified for publicly opening bids, unless otherwise specified. No award shall be made until TxDOT has concurred with the engineer's recommendation to make such award to the lowest qualified bidder.

The awarded contractor shall also submit within the 14 days, a list of all supplies and subcontractors that quoted on the contract. This list shall include names, addresses, 24 hour telephone numbers and type(s) of work quoted.

Award of the contract shall be made by TxDOT to the lowest, qualified bidder whose bid conforms to the requirements of the bid documents.

- B. As the 76th Legislature amended Section 231.006, Family Code as follows:
Section 14.52 INELIGIBILITY TO RECEIVE STATE GRANTS OR LOANS OR
BID ON STATE CONTRACTS

A child support obligator who is 30 or more days delinquent in paying child support is not eligible to:

1. Enter into a contract to provide property, materials or services under a contract with the state; or
2. Receive a state-funded grant or loan

The statute required each proposer for a state contract or applicant for a state funded loan or grant to submit a signed, sworn statement accompanying the bid or offer or application a joint venture, LLP, that the proposer or applicant is not 30 or more days delinquent in providing child support under a court order or a written repayment agreement.

Completion of the form title: CHILD SUPPORT STATEMENT FOR NEGOTIATED CONTRACTS AND GRANTS is necessary before execution of a contract.

30-03 CANCELLATION OF AWARD. TxDOT reserves the right to cancel the award without liability to the bidder, except return of bid guaranty, at any time before a contract has been fully executed by all parties and is approved by TxDOT in accordance with the subsection titled APPROVAL OF CONTRACT of this section.

30-04 RETURN OF BID GUARANTY. All bid guaranties, except that of the lowest bidder, will be returned upon request after TxDOT has made a comparison of bids as specified in the subsection titled CONSIDERATION OF BIDS of this section. The successful bidder's bid guaranty will be returned upon request as soon as TxDOT receives the contract bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section.

30-05 REQUIREMENTS OF CONTRACT BONDS. At the time of the execution of the contract, the successful bidder shall furnish TxDOT a surety bond or bonds which have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to TxDOT. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 EXECUTION OF CONTRACT. The successful bidder shall complete all required documentation, certifications and sign (execute) the necessary agreements, for entering into the contract and return such completed contract to TxDOT, along with the fully executed surety bond or bonds specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS of this section, within 14 calendar days from the date mailed or otherwise delivered to the successful bidder. If the contract is mailed, special handling is recommended.

30-07 APPROVAL OF CONTRACT. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, TxDOT shall complete the execution of

the contract in accordance with federal, state, and local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute TxDOT's approval to be bound by the successful bidder's bid and the terms of the contract.

30-08 FAILURE TO EXECUTE CONTRACT. The successful bidder shall provide to TxDOT: an acceptable Certificate of Insurance; required Disadvantaged Business Enterprise (DBE)/Historically Underutilized Business(HUB) information including the list of quoting suppliers and subcontractors; acceptable surety bond or bonds as specified in the subsection titled REQUIREMENTS OF CONTRACT BONDS, and Child Support Certification of this section within 14 days after written notification of the award of the contract.

Failure or refusal of the successful bidder to complete and execute the contract within 14 calendar days after written notification of the award shall be just cause for cancellation of the award and forfeiture of the bid guaranty, not as a penalty, but as liquidation of damages to TxDOT. A bidder who forfeits his bid guaranty in accordance with this article will not be considered in future bids for the same work unless extenuating circumstances exist prior to the forfeiture of the bid guaranty.

30-09 BEGINNING OF WORK. If a Storm Water Pollution Prevention Plan (SW3P) is included in this project, the Contractor, and all subcontractors implementing any measure identified on the SW3P, must submit to the Engineer a signed copy of the certification statement as described **Part II, D.6 of the Texas Pollutant Eliminations Discharge System General Permit TXR150000** no later than 48 hours prior to beginning work. The Contractor must participate in a pre-construction conference before work can begin, at which time these certifications will be required.

30-10 CERTIFICATE OF INSURANCE. Within 14 days after receipt of written notification of conditional award of the contract the bidder shall furnish a TxDOT - Aviation Division Certificate of Insurance form covering:

- a. Worker's Compensation Insurance Amount - Statutory
- b. Commercial General Liability Amount-\$600,000 each occurrence
- c. Texas Business Automobile Amount - \$600,000 combined single limit

This insurance shall be kept in force until the work described in this contract has been completed and accepted by TxDOT. If for any reason insurance coverage is not maintained, all work will cease until an acceptable Certificate of Insurance is provided to TxDOT.

TxDOT shall be included as an "Additional Insured" by Endorsement to policies issued for coverage's listed in b and c above. A "Waiver of Subrogation Endorsement" in favor of TxDOT shall be a part of each policy for coverage's listed in a, b and c above.

30-11 HAZARDOUS MATERIALS. The Contractor is not required to test, remediate, or remove hazardous materials that the Contractor did not introduce onto the work locations.

END OF SECTION 30