Control	**6476-13-001**
Project	**MMC - 647613001**
Highway	**SH0155**
County	**SMITH**

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	**6476-13-001**
Project	**MMC - 647613001**
Highway	**SH0155**
County	**SMITH**

PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2024 SPECIFICATIONS

WORK CONSISTING OF EMULSION

SMITH 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:

TEN THOUSAND (Dollars) **($10,000)**

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 10 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. 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.
3. 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 10 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 "MATERIALS SUPPLIER'S 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 "MATERIALS SUPPLIER'S QUESTIONNAIRE" SINCE THE NECESSARY INFORMATION IS CONTAINED IN THE AUDITED PREQUALIFICATION DOCUMENTS.

UNIT PRICES MUST BE SUBMITTED IN ACCORDANCE WITH ITEM 10 OF THE STANDARD SPECIFICATIONS OR SPECIAL PROVISION TO ITEM 10 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	**6476-13-001**
Project	**MMC - 647613001**
Highway	**SH0155**
County	**SMITH**

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	**6476-13-001**
Project	**MMC - 647613001**
Highway	**SH0155**
County	**SMITH**

IMPORTANT

PLEASE RETURN THIS SHEET IN ITS ENTIRETY

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

Check Received By: _____ Date:_____

Title: _____

For (Contractor's Name): _____

Project _____ County_____

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NOTICE TO THE BIDDER

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

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

$_____

Total Bid Amount

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

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

EXAMPLE

Total Bid Amount _____$2,664.00_____

Signed _____
Title _____
Date _____

Additional Signature for Joint Venture:

Signed _____
Title _____
Date _____

EXAMPLE OF BID PRICES SUBMITTED BY COMPUTER PRINTOUT

EXAMPLES

BID PRICES SUBMITTED BY HAND WRITTEN FORMAT

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

Unit price for each plant in place

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

Unit price for each ton of Flexible Base

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

Unit price for each cubic yard of Concrete

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

Unit price of each Roadway Illumination Assembly

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PROJECT MMC - 647613001
COUNTY SMITH

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.				
	8003	7086		CSS-1H (PICKUP) DOLLARS and CENTS	GAL	3,000.000	1
	8003	7087		CSS-1H (DEL)(SITE 1) DOLLARS and CENTS	GAL	20,000.000	2
	8003	7088		CSS-1H (DEL)(SITE 2) DOLLARS and CENTS	GAL	20,000.000	3
	8003	7137		CHFRS-2P (PICKUP) DOLLARS and CENTS	GAL	3,000.000	4
	8003	7138		CHFRS-2P (DEL)(SITE 1) DOLLARS and CENTS	GAL	40,000.000	5
	8003	7139		CHFRS-2P (DEL)(SITE 2) DOLLARS and CENTS	GAL	47,000.000	6
	8003	7203		CSS-1H (40%)(PICKUP) DOLLARS and CENTS	GAL	3,000.000	7
	8003	7204		CSS-1H (40%)(DEL)(SITE 1) DOLLARS and CENTS	GAL	20,000.000	8
	8003	7205		CSS-1H (40%)(DEL)(SITE 2) DOLLARS and CENTS	GAL	20,000.000	9

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.

GENERAL NOTES: EMULSIONS

GENERAL.

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

Area Engineer	Paul Schneider, P.E.	Paul.Schneider@txdot.gov
Asst. Area Engineer	Josh Fulton, P.E.	Josh.Fulton@txdot.gov

For Q&A on Proposals navigate to:

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

Use 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 and clock on the link in the window that pops up to view the Q&A.

All relevant project documentation including CTDs and cross sections will still be posted to the districts FTP website.

https://ftp.dot.state.tx.us/pub/txdot-info/Pre-Letting%20Responses/

SPECIAL PROVISION TO ITEM 10: ITEM 10 APPLIES TO MAINTENANCE MATERIALS (MMC) AND TRAFFIC MATERIALS CONTROCTS (TMC) WITH NO FEDERAL FUNDS BEING USED. ITEMS 1-9 DO NOT APPLY TO MMC AND TMC CONTRACTS.

The intent of this contract is to provide emulsion materials at non-sites specific locations within the Tyler and Jacksonville Maintenance Sections (Smith and Cherokee Counties.) The contractor will provide materials.

A map of Smith and Cherokee Counties is included in this contract.

Each contract awarded by the department stands on its own and as such, is separate from other contracts. A Contractor awarded multiple contracts must be capable and sufficiently staffed to concurrently process any or all contracts.

Material requests shall be issued by Work Order. Each Work Order shall be scheduled by the assigned TxDOT representative and will specify items, quantities, and delivery location.

Each Work Order sent by the Department is independent and separate from other Work Orders held by the Contractor.

Prior to beginning operations, the Department will arrange a preconstruction conference between representatives of the Department and the Contractor. In this meeting, the representatives from all parties will discuss the contract, proposed procedures, and the plans for performing the work while providing for safe passage of traffic at all times. Specifications, unusual conditions and other pertinent items regarding the work will also be discussed.

Limit the use of the roadway for the hauling of material to legal loads. Keep the traveled surface used in hauling operations free of dirt or other materials.

Department-approved safety hats and safety vests will be worn by all workers and visitors when:

> Workers are outside of the vehicles at all outdoor worksites. This includes those who occasionally visit worksites either on the highway surface or right-of-way.
> Working in areas where there is a danger of head injury from impact, from falling or flying objects, or from electrical shock or burns.

Non-compliance with this requirement will be grounds for suspension of work.

EMULSIONS

This project shall consist of the purchase and delivery of materials only for the Tyler District, consisting of 2 delivery location sites, under Area Engineer, Paul Schneider, P.E.

Site 1: Tyler Area/Mtce Office, 15986 SH 155, Tyler, Texas, 75703

Mark Fletcher	Maintenance Supervisor	903-658-2069
Jonny Waldrup	Assistant Maintenance Supervisor	903 561-2198

Site 2: Jacksonville Maintenance Office, 522 SE LP 456, Jacksonville, Texas, 75766

Ben Terry	Maintenance Supervisor	903-721-3499
James “Cody” Roach	Assistant Maintenance Supervisor	903-216-0345

A map of these locations is included in this contract.

All work on this contract will be scheduled and directed by the Maintenance Supervisor or the Assistant Maintenance Supervisor or their designee.

SECTION 10.2 – INSTRUCTIONS TO BIDDERS:

View the plans on-line or download from the web at:
https://www.txdot.gov/business/letting-bids/plans-online.html

Order plans from any of the plan reproduction companies shown on the web at:
http://www.dot.state.tx.us/business/contractors_consultants/repro_companies.htm

Attention Material Providers: Below is a link to TXDOT's website that explains the State's new bidding process for roadway material contracts, including the Material Supplier's Questionnaire, and the steps for prospective bidders to follow in preparation of a bid:
https://www.txdot.gov/business/road-bridge-maintenance/contract-letting/contractor-prequalification.html.
(NOTE: Download questionnaires and open using Adobe Acrobat or other PDF viewer; otherwise, Internet Explorer is the only browser which can open as PDF.)

SECTION 10.4 – SCOPE OF WORK:

In accordance with Article 10.4.3.1, this contract may be extended one time for an additional 365 calendar days not to exceed 730 calendar days for the entire contract term if mutually agreed.

SECTION 10.6 – CONTROL OF MATERIALS:

Contractor shall furnish all material in accordance with applicable specifications, test methods and general notes in this Contract and as directed by the Engineer.

Use materials from pre-qualified producers. A list of material producers pre-qualified by the Construction Division (CST) of the Texas Department of Transportation (TXDOT) can be found at the following website: https://www.txdot.gov/business/resources/producer-list.html.

SECTION 10.8 – PROSECUTION AND PROGRESS:

Contract time charges shall begin upon issuance of "Authorization to Begin Work" letter. This contract is for three hundred sixty-five (365) calendar days and shall be computed and charged in accordance with Article 10.8.2, "Contract Term".

All material delivery tickets must include the Work Order number and be signed, dated, and list the arrival/departure times by the Department representative upon arrival at final delivery location.

In the event of a delay in delivery of materials, notify the Maintenance Supervisor for the work order immediately by phone and provide documentation, in writing, to the office of record upon completion of delivery.

Failure to complete a work order will incur damages in accordance with Article 10.8.6. Actual damages incurred will be deducted from the work order payment and calculations will be provided upon request.

Providing material that does not meet the requirements of the specification does not constitute delivery and the Contractor may be required to remove all failed materials from the site. Applicable damages may continue to accrue until the Contractor delivers materials in full compliance to the designated site.

Notify the contacts given above when encountering any unforeseen delays.

SECTION 10.9 – MEASUREMENT AND PAYMENT:

Contractor is responsible for obtaining annual overweight tolerance permit if hauling material which exceeds the legal road weight.

If a specified time is dictated on the Work Order and Contractor arrives prior to the specified time, the 2-hour hold will not begin until the specified arrival time on the work order.

ITEM 8003. ASPHALTS, OILS, AND EMULSIONS (MATERIALS ONLY):

Delivery will be Monday through Friday during business hours only unless other arrangements have been requested and agreed upon by the Maintenance Section Supervisor. Minimum order for delivery per office will be 5,000 gallons. Contractor must have a location available for pickup items within 120 miles of Tyler and/or Jacksonville maintenance offices as defined above in the project locations.

CONTROL : 6476-13-001
PROJECT : MMC - 647613001
HIGHWAY : SH0155
COUNTY : SMITH

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.

ITEM 10 MAINTENANCE AND TRAFFIC MATERIALS CONTRACTS

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 "CERTIFICATE OF INTERESTED PARTIES (FORM 1295)" (000---017)

SPECIAL SPECIFICATIONS:

ITEM 8003 ASPHALTS, OILS, AND EMULSIONS (MATERIALS ONLY)

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
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 Specification 8003
Asphalts, Oils, and Emulsions (Materials Only)

1. DESCRIPTION

Provide asphalt cements, cutback and emulsified asphalts, performance-graded asphalt binders, and other miscellaneous asphalt materials as shown on the plans.

2. MATERIALS

Provide asphalt materials in accordance with Article 300.2., "Materials."

3. EQUIPMENT

Provide all equipment necessary to transport and heat asphalts, oils, and emulsions.

3.1. **Storage and Application Temperatures**. Use storage and application temperatures shown in Table 1. Store and apply materials at the lowest temperature yielding satisfactory results. Follow the manufacturer's instructions for any agitation requirements in storage. Manufacturer's instructions regarding recommended application and storage temperatures supersede those of Table 1.

Table 1
Storage and Application Temperatures

Type–Grade	Application		Storage Max (°F)
	Recommended Range (°F)	Max Allowable (°F)	
AC-0.6, AC-1.5	200–300	350	350
AC-15P, AC-20-5TR, AC12-5TR and AC10-2TR	300–375	375	360
RC-250	125–180	200	200
MC-30, AE-P	70–150	175	175
MC-800, SCM I	175–260	275	275
MC-3000	225–275	290	290
HFRS-2, MS-2, CRS-2, HFRS-2P, CRS-2P, CMS-2, CRS-2TR	120–160	180	180
SS-1, SS-1H, CSS-1, CSS-1H, PCE, EAP&T, CSS-1P, recycling agent, emulsified recycling agent, polymer mod AE crack sealant	50–130	140	140
PG binders	275–350	350	350
Rubber asphalt crack sealers (Class A, Class B)	350–375	400	–
A-R binders Types I, II, and III	325–425	425	425

4. MEASUREMENT

4.1. **Asphalt Material**. Unless otherwise shown on the plans, asphalt material will be measured by one of the following methods:

4.1.1. **Volume**. Asphalt material, including all components, will be measured in gallons.

4.1.2. **Weight**. Asphalt material will be measured in tons using certified scales meeting the requirements of Item 520, "Weighing and Measuring Equipment," unless otherwise approved. The transporting truck must have a seal attached to the draining device and other openings. Random checking on public scales at the Contractor's expense may be required to verify weight accuracy.

When material is measured by the ton, provide a conversion rate to gallons on each haul ticket.

5. PAYMENT

5.1. **Material (Pick up)**. Payment will be made at the unit prices bid for "Asphalts, Oils, and Emulsions" for the type specified. This price is full compensation for furnishing materials, assistance provided in sampling, loading provided vehicles, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

5.2. **Material (Delivery)**. Payment will be made at the unit prices bid for "Asphalts, Oils, and Emulsions" for the type specified. This price is full compensation for furnishing materials, loading, hauling, delivery of materials, furnishing scales and labor for weighing and measuring, and equipment, labor, tools, and incidentals.

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