Control	**6472-05-001**
Project	**RMC - 647205001**
Highway	**IH0030**
County	**TITUS**

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	**6472-05-001**
Project	**RMC - 647205001**
Highway	**IH0030**
County	**TITUS**

PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2024 SPECIFICATIONS

WORK CONSISTING OF TREE REMOVAL

TITUS 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 17 working days and will be accepted when fully completed and finished to the satisfaction of the Executive Director or designee.

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

EIGHT THOUSAND (Dollars) **($8,000)**

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

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

By signing the proposal the bidder certifies:

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

- **Signed: ****

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

Print Name:

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

Title:

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

Company:

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

- Signatures to comply with Item 2 of the specifications.

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

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

NOTICE TO CONTRACTORS

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	**6472-05-001**
Project	**RMC - 647205001**
Highway	**IH0030**
County	**TITUS**

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	**6472-05-001**
Project	**RMC - 647205001**
Highway	**IH0030**
County	**TITUS**

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 RMC - 647205001
COUNTY TITUS

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.				
	100	7001		PREPARING ROW DOLLARS and CENTS	AC	3.310	1
	164	7005		BROADCAST SEED (TEMP_WARM) DOLLARS and CENTS	SY	16,044.000	2
	164	7006		BROADCAST SEED (TEMP_COOL) DOLLARS and CENTS	SY	16,044.000	3
	164	7073		BOND FBR MTRX SEED (PERM)(RURAL)(SAND) DOLLARS and CENTS	SY	16,044.000	4
	168	7001		VEGETATIVE WATERING DOLLARS and CENTS	TGL	258.000	5
	169	7043		SOIL RETENTION BLANKETS (CL 1) (TY B) DOLLARS and CENTS	SY	16,044.000	6
	500	7001		MOBILIZATION DOLLARS and CENTS	LS	1.000	7
	502	7001		BARRICADES, SIGNS AND TRAFFIC HANDLING DOLLARS and CENTS	MO	1.000	8
	503	7001		PORTABLE CHANGEABLE MESSAGE SIGN DOLLARS and CENTS	DAY	17.000	9
	505	7001		TMA (STATIONARY) DOLLARS and CENTS	DAY	17.000	10

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:

General:

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

Jason R. Dupree, P.E. – Director of Maintenance
Jason.Dupree@txdot.gov

Charlotte Aslin – Maintenance Program Specialist
Charlotte.Aslin@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.

Questions regarding the plans and/or the project after the contract has been awarded should be referred to the Managing Supervisor:

Wendy Starkes, P.E.
Mt. Pleasant Area Engineer
2210 West Ferguson Road
Mt. Pleasant, Texas 75455
(903) 572-8511

This project consists of performing prep right of way tree removal in Titus County.

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.

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.

Use care to avoid disturbing the existing roadway surface. Repair any damages caused by Contractor operations. If damage is not corrected, costs associated with the Department making the repairs (including labor and materials) will be deducted from any payment due the Contractor.

Dispose of all waste material in accordance with all state and federal laws. For waste material disposed of on private property, ensure the material is not visible from a highway. Acquire and furnish to the Department, copies of written agreements between the Contractor and property owner prior to disposal.

Limit the use of the roadway for the hauling of material to legal loads.

Keep the traveled surfaces used in hauling operations free of dirt or other materials.

Clean dirt, grass and any debris off the roadway and shoulder prior to each construction activity. Haul any residue off the project and dispose of as noted. The cost associated with this work will be subsidiary to various bid items.

Do not park personal vehicles of employees within the right of way at any time, including any section closed to public traffic, unless the vehicle is being used for the construction procedures. If approved by the Department, employees may park on the right of way at sites where the contractor has his office or equipment and materials storage yard.

Clean up and remove all loose material resulting from contract operations each day before work is suspended for that day.

Repair all pavement damaged by the Contractor's forces during construction. Such repair is to be considered incidental to the various bid items in the project and must be approved by Engineer.

Repair all fences damaged by the Contractor's forces during construction. Such repair is to be considered incidental to the various bid items in the project and must be approved by Engineer.

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

> Workers are outside of 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.

The Contractor is responsible for notifying the utility companies when plans call for work to be accomplished in the general vicinity of any underground utilities located on State right of way.

Forward copies of all correspondence between any resource agencies as listed in Item 7 or Special Provisions thereto.

The SWP3 for this project will be as directed.

Item 2: Instructions to Bidders

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

Item 4: Scope of Work

Prep right of way will consist of removing trees and stumps on IH 30 right of way in Titus County.

Remove trees and stumps as directed by the Engineer. See Summary Sheet in the plans for roadways and limits for prep right of way.

Verbally notify the Engineer or his representative by 8:15 a.m. on any day that work is planned but the Contractor will not be working, for whatever reason.

Item 5: Control of the Work

Attention is directed to the presence of underground utilities owned by the Department (irrigation, signal and illumination) on the right of way on this project. Call for locations at the TxDOT Signal Shop (903-799-1360).

Contact all utility companies for the exact location of underground utilities before boring, trenching or any other work that might interfere with or damage existing utilities.

Repair any damage caused to utilities by Contractor operations at own expense and restore service in a timely manner.

Item 7: Legal Relations and Responsibilities

This project is considered a maintenance activity and is exempt from the Construction General Permit (CGP) coverage.

No significant traffic generator events.

Item 8: Prosecution and Progress

Working days will be charged in accordance with Section 8.3.1.6., “Other,” and defined below:

Working days will be charged Monday through Thursday, excluding National or State Holidays, if weather or other conditions permit the performance of the principal unit of work underway, as

determined by the Engineer, for a continuous period of at least 7 hours between 7 A.M. and 6 P.M. The Contractor has the option to work off the pavement on Fridays and Saturdays, but lane and shoulder closures will not be permitted without written permission of the Engineer. Work on Sundays and National Holidays will not be permitted without written permission of the Engineer. If work requiring an Inspector to be present is performed on a Friday, Saturday, Sunday, or holiday, and weather or other conditions permit the performance of work for 7 hours between 7:00 A.M. and 6:00 P.M., a working day will be charged.

Provide progress schedules meeting the requirements of Section 8.5.5.1.

Supply an adequate size crew experienced in the type of work described within these specifications and capable of performing the work in a safe and timely manner. Furnish all equipment, tools, and machinery for the proper prosecution of the work. Equipment, tools, and machinery will be on the work site in good operating condition and have all manufacturers' safety features in proper working condition prior to beginning work and remain in place during the prosecution of the work. All equipment, tools, and machinery will be capable of maintaining a continuous work schedule for the satisfactory completion of the project.

Unless otherwise approved, work will not begin before daylight and all operations will stop in sufficient time to have signs removed from the road before dark.

ITEM 100: Preparing Right of Way

Do not burn trash, debris, etc. on State right of way. Burning material not suitable for sale or mulch will be allowed off State right of way in accordance with local laws, ordinances, codes, resolutions, and regulations. Burn only when smoke will not reduce visibility on adjacent roads.

Clearing shall be performed by mechanical equipment, such as tracked mulching tractors, that will minimize ground disturbance. Produce a wood-chip mulch derived from the trunks and branches of trees, shrubs, and other vegetation cleared. Any merchantable chips may be removed and sold. The chipped material produced shall not exceed 6 inches by 3 inches in size. Trees shall be cut and removed or mulched without the stumps or roots being disturbed to prevent ground disturbance. Tree and brush stumps shall be severed or ground flush with the natural ground in a way that allows the Prep Right of Way limits to be mowed in the future. Any wood-chip mulch produced (and not hauled off of right of way) shall be evenly spread across the area being cleared. Spread mulch over cleared area not exceeding a depth of 6 inches.

Merchantable timber and woodchips in the clearing area may be removed only if ground conditions are suitable to prevent rutting and significant soil disturbance of the right of way.

The contractor shall exercise care so that other trees, shrubs, grass, and other vegetation designated to remain are not damaged. Smooth any ruts/disturbance in clearing area to match original ground conditions. Every precaution shall be taken to prevent timber from falling on private property.

Low-hanging, unsound, or unsightly branches shall be removed from trees or shrubs designated to remain along the edge of the clearing limits. Trimming shall be done by skilled workers and according to good tree surgery practices. In general, branches hanging over the clearing limits shall be trimmed to a minimum height of 20 feet from the ground for trees that remain in place.

ITEM 164: Seeding for Erosion Control

PERMANENT PLANTING MIXTURE
Species and Rates
(lb. PLS/ac.)

(Season: January 15 to May 15)

Hooded Windmillgrass (Burnet)	0.3
Sand Dropseed (Taylor)	0.2
Little Bluestem (Coastal Plains)	2.0
Florida Paspalum (Harrison)	2.25
Splitbeard Bluestem (Neches)	1.0
Sand Lovegrass (Mason)	0.4
Red Lovegrass (Duval)	0.2
Hairy Grama (Chaparral)	0.4

TEMPORARY SEEDING FOR EROSION CONTROL

Warm Season
(Season: February 1 to August 31)

Brownton Millet	20

Cool Season
(Season: September 1 to January 31)

Oats	30
Wheat	30
Little Barley	5.0
Western Wheatgrass	5.0

Adjust the seeding mixture and rates if directed.

Inoculate crimson clover seed with a legume inoculant. Sow inoculated seed dry, with either hand operated or mechanical equipment, after the fertilizer is placed.

Do not use Bahia grass.

Use broadcast seeding for temporary erosion control, when and as directed. This will not be paid for directly but is subsidiary to the various bid items.

Use additional temporary seeding if permanent seeding is placed outside the optimum growing season shown for this item, if directed.

ITEM 166: Fertilizer

When seeding between September 1 and January 1, place one-half of the amount of fertilizer specified for seeding with the seeds and place the remainder the following spring unless otherwise directed. When seeding is placed between January 1 and June 1, place one-half the amount of fertilizer specified for seeding with the seeds and place the remainder 30 days later unless otherwise directed.

Apply fertilizer (13-13-13) at a rate of 300 lbs. /5000 sq. yds.

BASIS OF ESTIMATE

ITEM	DESCRIPTION	RATE	UNIT	QUANTITY
*166	Fertilizer (13-13-13)	300 lb./5,000 sq. yd. of Seed	ton	14

*FOR CONTRACTOR'S INFORMATION ONLY.

Item 502: Barricades, Signs and Traffic Handling

Please note that Item 502 "Barricades, Signs and Traffic Handling" is a bid item on this contract. Traffic control supplied by the contractor in accordance with this contract will be considered subsidiary to the other items in the contract.

Restrict the movement of equipment across traffic lanes to an absolute minimum.

Use strobe lights or rotating beacons on all motorized equipment, operating on or adjacent to the road surface.

Existing traffic signs which provide conflicting information to the driver during various stages will be covered until such time that a conflict no longer exists.

Furnish and install all signs, barricades, and other incidentals necessary for proper traffic control, in accordance with Part VI of the Texas Manual on Uniform Traffic Control Devices for Streets and Highways, or as directed. All warning signs must be factory made and in satisfactory condition.

Comply with TCP standards included in these plans. If there is a situation not covered by these standards, then comply with the applicable TCP sheets that are available on the web at: http://www.txdot.gov/insdtdot/orgchart/cmd/cserve/standard/toc.htm

Item 503: Portable Changeable Message Signs

Use Portable Changeable Message Signs as required by the applicable TCP or as directed. Requirements for PCMS and payment will be handled in accordance with Article 503.5.

Portable Changeable Message Signs (PCMS) will be used on this contract. The Portable Changeable Message Signs will be used in advance of tree removal operations where conditions and traffic control plan standards warrant the use of message signs. Place a PCMS 1500 feet in advance of the last available exit ramp prior to lane closure to allow motorists an opportunity to take an alternate route. Place other PCMS as directed. Multiple work locations will require multiple sets of message signs. They may also be required at other locations as directed by the Engineer. The Portable Changeable Message Signs required by traffic control plan standards will be paid for by the day after installed and fully operational. The Portable Changeable Message Signs required for other locations directed by the Engineer may be paid for by the each after installed and fully operational.

Item 505: Truck-Mounted Attenuator (TMA) and Trailer Attenuator (TA)

The shadow vehicle with truck mounted attenuator (TMA) will not be optional but will be required as shown on the appropriate traffic control plan sheets.

A total of one (1) shadow vehicle with TMA will be required for 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.

CONTROL : 6472-05-001
PROJECT : RMC - 647205001
HIGHWAY : IH0030
COUNTY : TITUS

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 100 PREPARING RIGHT OF WAY <103><752>
ITEM 164 SEEDING FOR EROSION CONTROL <162><166><168>
ITEM 168 VEGETATIVE WATERING
ITEM 169 SOIL RETENTION BLANKETS
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING <503><505><510>
ITEM 503 PORTABLE CHANGEABLE MESSAGE SIGN
ITEM 505 TRUCK-MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)

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

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

SPECIAL SPECIFICATIONS:

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH

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

CHILD SUPPORT STATEMENT

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

CONFLICT OF INTEREST CERTIFICATION

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

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

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

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

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

E-VERIFY CERTIFICATION

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

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

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

Certification Regarding Disclosure of Public Information

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

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

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

By entering into Contract, the Contractor agrees to:

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

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

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

CERTIFICATION TO NOT BOYCOTT ISRAEL

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

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

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

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

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

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

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

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

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

CERTIFICATION TO NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS

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

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

This provision applies to a contract that:

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

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

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

Special Provision to Item 000
Nondiscrimination

1. DESCRIPTION

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

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

2. DEFINITION OF TERMS

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

3. NONDISCRIMINATION PROVISIONS

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

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

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

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

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

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

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

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

Special Provision 000
Important Notice to Contractors

1. GENERAL

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

2. DEFINISIONS

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

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

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

3. CONTRACTOR EVALUATIONS

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

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

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

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

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

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

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

4. DIVISION OVERSIGHT

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

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

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

5. PERFORMANCE REVIEW COMMITTEE

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

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

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

6. APPEALS PROCESS

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

Special Provision 000
Certificate of Interested Parties (Form 1295)

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

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

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

Special Provision 000
Important Notice to Contractors

Table 1
Daily Contract Administration Liquidated Damages

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

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

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