

Control	6468-03-001
Project	RMC - 646803001
Highway	US0290
County	BASTROP

## 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	6468-03-001
Project	RMC - 646803001
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# PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

## 2024 SPECIFICATIONS

### WORK CONSISTING OF METAL BEAM GUARD FENCE REPAIR BASTROP 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 730 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:

SIXTY THOUSAND (Dollars) ( \$60,000 )

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

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

By signing the proposal the bidder certifies:

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

• **Signed: \*\***

(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_

**Print Name:**

(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_

**Title:**

(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_

**Company:**

(1) \_\_\_\_\_ (2) \_\_\_\_\_ (3) \_\_\_\_\_

- Signatures to comply with Item 2 of the specifications.

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

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

## **NOTICE TO CONTRACTORS**

**ANY CONTRACTORS INTENDING TO BID ON ANY WORK TO BE AWARDED BY THIS DEPARTMENT MUST SUBMIT A SATISFACTORY “AUDITED FINANCIAL STATEMENT” AND “EXPERIENCE QUESTIONNAIRE” AT LEAST TEN DAYS PRIOR TO THE LETTING DATE.**

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

# TEXAS DEPARTMENT OF TRANSPORTATION

## BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, (Contractor Name) \_\_\_\_\_  
\_\_\_\_\_

Hereinafter called the Principal, and (Surety Name) \_\_\_\_\_  
\_\_\_\_\_

a corporation or firm duly authorized to transact surety business in the State of Texas, hereinafter called the Surety, are held and firmly bound unto the Texas Department of Transportation, hereinafter called the Oblige, 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:

<b>Control</b>	<b>6468-03-001</b>
<b>Project</b>	<b>RMC - 646803001</b>
<b>Highway</b>	<b>US0290</b>
<b>County</b>	<b>BASTROP</b>

NOW, THEREFORE, if the Oblige shall award the Contract to the Principal and the Principal shall enter into the Contract in writing with the Oblige 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 Oblige, 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)

Impressed  
Surety Seal  
Only

\*Attach Power of attorney (Surety) for Attorney-in-Fact

**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):


<b>Control</b>	<b>6468-03-001</b>
<b>Project</b>	<b>RMC - 646803001</b>
<b>Highway</b>	<b>US0290</b>
<b>County</b>	<b>BASTROP</b>

## 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	X	REMOV CONC (SDWLK)	MSY	266.400	\$10.000	\$2,664.00	1
							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**

EXAMPLE

EXAMPLE

EXAMPLE

EXAMPLE

# EXAMPLES

## BID PRICES SUBMITTED BY HAND WRITTEN FORMAT

ALT	ITEM-CODE			UNIT BID PRICE <u>ONLY</u> 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

**Unit price for each plant in place**

	249	014		FLEX BASE(DEL)(DENSOT)(TY A GR4 CL2)  	TON	56,787.00	14
--	-----	-----	--	--	-----	-----------	----

**Unit price for each ton of Flexible Base**

	430	001	001	CL A CONC FOR EXT STR (CULV)  	CY	45.000	27
--	-----	-----	-----	---	----	--------	----

**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
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**Unit price of each Roadway Illumination Assembly**

EXAMPLE

EXAMPLE

EXAMPLE

EXAMPLE

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ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	104	7005		REMOV CONC (MOWSTRIP) and DOLLARS CENTS	LF	300.000	1
	132	7003		EMBANK (FNL)(OC)(TY B) and DOLLARS CENTS	CY	150.000	2
	432	7013		RIPRAP (MOW STRIP)(4 IN) and DOLLARS CENTS	CY	150.000	3
	500	7003		MOBILIZATION (CALLOUT 1) and DOLLARS CENTS	EA	600.000	4
	505	7001		TMA (STATIONARY) and DOLLARS CENTS	DAY	375.000	5
	506	7039		TEMP SEDMT CONT FENCE (INSTALL) and DOLLARS CENTS	LF	40.000	6
	506	7041		TEMP SEDMT CONT FENCE (REMOVE) and DOLLARS CENTS	LF	40.000	7
	540	7001		MTL W-BEAM GD FEN (TIM POST) and DOLLARS CENTS	LF	1,800.000	8
	540	7002		MTL W-BEAM GD FEN (STEEL POST) and DOLLARS CENTS	LF	500.000	9
	540	7015		DOWNSTREAM ANCHOR TERMINAL SEC- TION and DOLLARS CENTS	EA	100.000	10
	540	7017		MTL W-BEAM GD FEN (SPECIAL) and DOLLARS CENTS	LF	1,000.000	11

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	540	7018		MTL W - BEAM GD FEN (LOW FILL CUL- VERT)  DOLLARS and CENTS	LF	500.000	12
	540	7039		TL-3 31" SHORT RADIUS (COMPLETE)  DOLLARS and CENTS	EA	1.000	13
	542	7001		REMOVE METAL BEAM GUARD FENCE  DOLLARS and CENTS	LF	3,500.000	14
	542	7003		REMOVE DOWNSTREAM ANCHOR TERMI- NAL  DOLLARS and CENTS	EA	50.000	15
	543	7001		CABLE BARRIER SYSTEM (INSTALL)(TL-3)  DOLLARS and CENTS	LF	150.000	16
	543	7002		CABLE BARRIER SYSTEM (INSTALL)(TL-4)  DOLLARS and CENTS	LF	150.000	17
	543	7017		CABLE BARRIER TERM SEC (INSTL)(TL-3)  DOLLARS and CENTS	EA	2.000	18
	543	7018		CABLE BARRIER TERM SEC (INSTL)(TL-4)  DOLLARS and CENTS	EA	2.000	19
	543	7038		CABLE BARRIER TERMINAL SECTION (REMOVE)  DOLLARS and CENTS	EA	2.000	20
	544	7001		GUARDRAIL END TREATMENT (INSTALL)  DOLLARS and CENTS	EA	25.000	21
	545	7002		CRASH CUSH ATTEN (MOVE & RESET)  DOLLARS and CENTS	EA	1.000	22

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	545	7004		CRASH CUSH ATTEN (REMOVE) DOLLARS and CENTS	EA	1.000	23
	545	7006		CRASH CUSH ATTEN (INSTL)(L)(N)(TL3) DOLLARS and CENTS	EA	2.000	24
	545	7008		CRASH CUSH ATTEN (INSTL)(L)(W)(TL3) DOLLARS and CENTS	EA	2.000	25
	545	7010		CRASH CUSH ATTEN (INSTL)(R)(N)(TL3) DOLLARS and CENTS	EA	1.000	26
	545	7014		CRASH CUSH ATTEN (INSTL)(S)(N)(TL3) DOLLARS and CENTS	EA	1.000	27
	658	7009		INSTL DEL ASSM (D-SW)SZ 2(WC)GND DOLLARS and CENTS	EA	50.000	28
	658	7016		INSTL DEL ASSM (D-SW)SZ 1(BRF)GF1 (BI) DOLLARS and CENTS	EA	100.000	29
	658	7018		INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2 DOLLARS and CENTS	EA	100.000	30
	658	7019		INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2(BI) DOLLARS and CENTS	EA	100.000	31
	658	7028		INSTL DEL ASSM (D-SY)SZ 2(WC)GND DOLLARS and CENTS	EA	50.000	32
	658	7035		INSTL DEL ASSM (D-SY)SZ 1(BRF)GF1 (BR) DOLLARS and CENTS	EA	100.000	33
	658	7036		INSTL DEL ASSM (D-SY)SZ 1(BRF)GF2 DOLLARS and CENTS	EA	100.000	34

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	658	7038		INSTL DEL ASSM (D-SY)SZ 1(BRF)GF2(BR) DOLLARS and CENTS	EA	60.000	35
	658	7048		INSTL DEL ASSM (D-DW)SZ 1(BRF)GF2 DOLLARS and CENTS	EA	100.000	36
	658	7052		INSTL DEL ASSM (D-DY)SZ 1(BRF)GF2 DOLLARS and CENTS	EA	100.000	37
	658	7056		INSTL OM ASSM (OM-2Y)(WC)GND DOLLARS and CENTS	EA	10.000	38
	770	7001		REPLACE RAIL ELEMENT (W-BEAM) DOLLARS and CENTS	LF	9,000.000	39
	770	7002		REPLACE RAIL ELEMENT (THRIE-BEAM) DOLLARS and CENTS	LF	150.000	40
	770	7003		REPL RAIL ELMNT(THRIE-BM TRANS TO W- BM) DOLLARS and CENTS	EA	100.000	41
	770	7004		REPLACE SHORT RADIUS SYS (TL-2) DOLLARS and CENTS	EA	100.000	42
	770	7005		REPLACE SHORT RADIUS SYS (TL-3) DOLLARS and CENTS	EA	100.000	43
	770	7006		REPLACE TIMBER POST W/O CONC FND DOLLARS and CENTS	EA	400.000	44
	770	7007		REPLACE STEEL POST W/O CONC FND DOLLARS and CENTS	EA	400.000	45
	770	7008		REPLACE TIMBER POST W/ CONC FND DOLLARS and CENTS	EA	400.000	46



ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	770	7009		REPLACE STEEL POST W/ CONC FND DOLLARS and CENTS	EA	400.000	47
	770	7010		REALIGN POSTS DOLLARS and CENTS	EA	400.000	48
	770	7012		REPLACE TERMINAL ANCHOR POSTS DOLLARS and CENTS	EA	50.000	49
	770	7013		REM OBSOLETE GET & REPL W/ SGT DOLLARS and CENTS	EA	100.000	50
	770	7018		REPLACE BLOCKOUT DOLLARS and CENTS	EA	400.000	51
	770	7019		REPAIR STEEL POST WITH BASE PLATE DOLLARS and CENTS	EA	70.000	52
	770	7020		RESET SGT IMPACT HEAD DOLLARS and CENTS	EA	150.000	53
	770	7021		REPLACE SGT OBJECT MARKER DOLLARS and CENTS	EA	150.000	54
	771	7001		REPLACE POSTS (TL-3)(GIBRALTAR) DOLLARS and CENTS	EA	200.000	55
	771	7002		REPLACE POSTS (TL-3)(NU-CABLE) DOLLARS and CENTS	EA	200.000	56
	771	7003		REPLACE POSTS (TL-3)(TRINITY) DOLLARS and CENTS	EA	200.000	57
	771	7004		REPLACE POSTS (TL-3)(BRIFEN) DOLLARS and CENTS	EA	200.000	58

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	771	7005		REPLACE POSTS (TL-4)(GIBRALTAR) DOLLARS and CENTS	EA	1,200.000	59
	771	7006		REPLACE POSTS (TL-4)(NU-CABLE) DOLLARS and CENTS	EA	1,200.000	60
	771	7007		REPLACE POSTS (TL-4)(TRINITY) DOLLARS and CENTS	EA	1,200.000	61
	771	7008		REPLACE POSTS (TL-4)(BRIFEN) DOLLARS and CENTS	EA	1,200.000	62
	771	7009		CABLE SPLICE / TURNBUCKLE (TL-3) DOLLARS and CENTS	EA	15.000	63
	771	7010		CABLE SPLICE / TURNBUCKLE (TL-4) DOLLARS and CENTS	EA	60.000	64
	771	7011		REPAIR CONCRETE FOUNDATION (TL-3) DOLLARS and CENTS	EA	15.000	65
	771	7012		REPAIR CONCRETE FOUNDATION (TL-4) DOLLARS and CENTS	EA	25.000	66
	771	7013		REPR OR REPLC CABLE BARR TERM SEC(TL-3) DOLLARS and CENTS	EA	5.000	67
	771	7014		REPR OR REPLC CABLE BARR TERM SEC(TL-4) DOLLARS and CENTS	EA	50.000	68
	771	7015		REPLACE CABLE (TL-3) DOLLARS and CENTS	LF	1,000.000	69
	771	7016		REPLACE CABLE (TL-4) DOLLARS and CENTS	LF	1,250.000	70

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	771	7017		CHECK / RE-TENSION CABLE (TL-3) DOLLARS and CENTS	EA	50.000	71
	771	7018		CHECK / RE-TENSION CABLE (TL-4) DOLLARS and CENTS	EA	100.000	72
	774	7013		REMOVE (REACT)(M) DOLLARS and CENTS	EA	1.000	73
	774	7014		REPLACE (REACT)(M) DOLLARS and CENTS	EA	1.000	74
	774	7015		REPAIR (REACT)(M) DOLLARS and CENTS	LF	30.000	75
	774	7016		REMOVE (REACT) WIDE DOLLARS and CENTS	EA	1.000	76
	774	7017		REPLACE (REACT) WIDE DOLLARS and CENTS	EA	1.000	77
	774	7018		REPAIR (REACT) WIDE DOLLARS and CENTS	LF	1.000	78
	774	7025		REMOVE (NARROW QUAD) DOLLARS and CENTS	EA	1.000	79
	774	7026		REPLACE (NARROW QUAD) DOLLARS and CENTS	EA	1.000	80
	774	7027		REPAIR (NARROW QUAD) DOLLARS and CENTS	LF	4.000	81
	774	7030		REMOVE (WIDE QUAD) DOLLARS and CENTS	EA	2.000	82

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	774	7031		REPLACE (WIDE QUAD)  DOLLARS and CENTS	EA	2.000	83
	774	7032		REPAIR (WIDE QUAD)  DOLLARS and CENTS	LF	5.000	84
	774	7048		REMOVE (NARROW TRACC)  DOLLARS and CENTS	EA	1.000	85
	774	7049		REPLACE (NARROW TRACC)  DOLLARS and CENTS	EA	1.000	86
	774	7050		REMOVE (WIDE TRACC)  DOLLARS and CENTS	EA	2.000	87
	774	7051		REPLACE (WIDE TRACC)  DOLLARS and CENTS	EA	2.000	88
	774	7052		REPAIR (WIDE TRACC)  DOLLARS and CENTS	LF	5.000	89
	774	7053		REPAIR (WIDE TRACC NOSE)  DOLLARS and CENTS	EA	5.000	90
	774	7054		REPAIR (WIDE TRACC BAY)  DOLLARS and CENTS	EA	5.000	91
	774	7055		REMOVE (FASTRACC)  DOLLARS and CENTS	EA	1.000	92
	774	7056		REPLACE (FASTRACC)  DOLLARS and CENTS	EA	1.000	93
	774	7057		REMOVE (SHORTRACC)  DOLLARS and CENTS	EA	1.000	94

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	774	7058		REPLACE (SHORTTRACC)  DOLLARS and CENTS	EA	1.000	95
	774	7059		REMOVE (BEAT - SSCC)  DOLLARS and CENTS	EA	1.000	96
	774	7060		REPLACE (BEAT - SSCC)  DOLLARS and CENTS	EA	1.000	97
	776	7006		REPAIR (T101)  DOLLARS and CENTS	LF	30.000	98
	778	7001		CONCRETE RAIL REPAIR (IN-KIND)  DOLLARS and CENTS	LF	25.000	99
	778	7002		CONCRETE RAIL REPAIR (MISC)  DOLLARS and CENTS	LF	25.000	100
	790	7001		LANE CLOSURE(SETUP & REM)(TYP 1)  DOLLARS and CENTS	EA	50.000	101
	790	7002		LANE CLOSURE(SETUP & REM)(TYP 2)  DOLLARS and CENTS	EA	50.000	102
	790	7003		LANE CLOSURE(SETUP & REM)(TYP 3)  DOLLARS and CENTS	EA	50.000	103
	790	7004		LANE CLOSURE(SETUP & REM)(TYP 4)  DOLLARS and CENTS	EA	50.000	104
	790	7005		LANE CLOSURE(SETUP & REM)(TYP 5)  DOLLARS and CENTS	EA	50.000	105
	790	7007		LANE CLOSURE(SETUP & REM)(TYP 7)  DOLLARS and CENTS	EA	25.000	106

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	790	7011		LANE CLOSURE(SETUP & REM)(TYP 11) DOLLARS and CENTS	EA	10.000	107
	790	7014		LANE CLOSURE(SETUP & REM)(TYP 14) DOLLARS and CENTS	EA	5.000	108
	790	7016		LANE CLOSURE(SETUP & REM)(TYP 16) DOLLARS and CENTS	EA	2.000	109
	790	7018		LANE CLOSURE(SETUP & REM)(TYP 18) DOLLARS and CENTS	EA	50.000	110
	790	7020		LANE CLOSURE(MAINTENANCE)(TYP 1) DOLLARS and CENTS	HR	200.000	111
	790	7021		LANE CLOSURE(MAINTENANCE)(TYP 2) DOLLARS and CENTS	HR	200.000	112
	790	7022		LANE CLOSURE(MAINTENANCE)(TYP 3) DOLLARS and CENTS	HR	200.000	113
	790	7023		LANE CLOSURE(MAINTENANCE)(TYP 4) DOLLARS and CENTS	HR	200.000	114
	790	7024		LANE CLOSURE(MAINTENANCE)(TYP 5) DOLLARS and CENTS	HR	200.000	115
	790	7026		LANE CLOSURE(MAINTENANCE)(TYP 7) DOLLARS and CENTS	HR	200.000	116
	790	7030		LANE CLOSURE(MAINTENANCE)(TYP 11) DOLLARS and CENTS	HR	150.000	117
	790	7033		LANE CLOSURE(MAINTENANCE)(TYP 14) DOLLARS and CENTS	HR	200.000	118

PROJECT RMC - 646803001  
 COUNTY BASTROP

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.				
	790	7035		LANE CLOSURE(MAINTENANCE)(TYP 16) DOLLARS and CENTS	HR	150.000	119
	790	7037		LANE CLOSURE(MAINTENANCE)(TYP 18) DOLLARS and CENTS	HR	200.000	120

## **CERTIFICATION OF INTEREST IN OTHER BID PROPOSALS FOR THIS WORK**

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

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

\_\_\_\_\_ YES

\_\_\_\_\_ NO

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

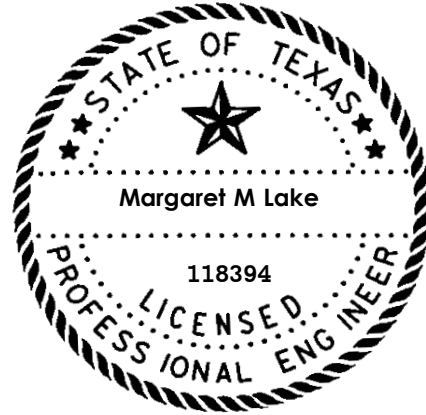
1. Identify firms which bid as a prime contractor and from which the bidder received quotations for work on this project.
2. Identify all the firms which bid as a prime contractor to which the bidder gave quotations for work on this project.



# ENGINEER SEAL

Control 6468-03-001  
Project RMC - 646803001  
Highway US0290  
County BASTROP

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.



The seal appearing on this document was authorized by  
*Margaret M Lake, P.E.*  
JULY 10, 2024

**Project Number:** RMC 646803001

**County:** Bastrop, Etc.

**Highway:** US 290, Etc.

**Sheet: 3**

**Control:** 6468-03-001

## GENERAL NOTES:

### GENERAL

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

Bastrop Area [Shane.Swimm@txdot.gov](mailto:Shane.Swimm@txdot.gov)

Bastrop Area [Diana.Schulze@txdot.gov](mailto:Diana.Schulze@txdot.gov)

Questions and requests for documents will be accepted via the Letting Pre-Bid Q&A web page. 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. This webpage can be accessed from the Notice to Contractors dashboard located at the following Address:

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

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.

Written notice will be given to begin work on this project.

Work must begin within seven (7) calendar days after such notification. Time charges will begin when work begins regardless if it falls within seven (7) calendar days of the notification to begin work.

Commence work upon issuance of a work order. Continue for (2) **two** calendar years or until contract funds are expended, whichever occurs first.

Work under this contract shall consist of **repair and/or upgrade of metal beam guard fence** at various locations in **Bastrop, Caldwell, and Lee Counties**.

References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved.

If work is performed at Contractor's option, when inclement weather is impending, and the work is damaged by subsequent precipitation, the Contractor is responsible for all costs associated with replacing the work, if required.

Equip all construction equipment used in roadway work with highly visible omnidirectional flashing warning lights.

Provide a smooth, clean sawcut along the existing asphalt (or concrete) pavement structure, as directed. Consider subsidiary to the pertinent Items.

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Damage to existing pipes and SET's due to Contractor operations will be repaired at Contractor's expense.

The Contractor is responsible for any damage done to the existing utilities while working on this project. The Contractor is responsible for reporting the damage to the utility company as soon as possible.

All locations used for storing construction equipment, materials, and stockpiles of any type, within the right of way, will be as directed. Use of right of way for these purposes will be restricted to those locations where driver sight distance to businesses and side street intersections is not obstructed and at other locations where an unsightly appearance will not exist. The Contractor will not have exclusive use of right of way but will cooperate in the use of the right of way with the city/county and various public utility companies as required.

During evacuation periods for Hurricane events the Contractor will cooperate with Department for the restricting of Lane Closures and arranging for Traffic Control to facilitate Coastal Evacuation Efforts.

Each contract is considered separate and individual from others. Requirements to complete work on any or all contracts may occur at the same time. If requests are issued at the same time, it is expected that the work will be completed in the time frame allowed.

### **ITEM 3 – AWARD AND EXECUTION OF CONTRACT**

A work order will be issued for each item of work, or as directed by the Engineer. Daily work reports will be submitted to the Engineer. Work reports will include planned work 24 hours in advance and all completed work. Notify Engineer of arrival at each site prior to beginning work. Documentation of completion of work and inspection by the Engineer are required for payment.

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

### **ITEM 5 – CONTROL OF THE WORK**

Place construction or silt fence 2 ft. inside TxDOT ROW along the Railroad ROW. If work is to be performed inside the Railroad ROW, then the Contractor will coordinate with the Railroad for a Railroad Flagger. This work is subsidiary.

Provide a 72-hour advance email notice to [AUS\\_Locate@TxDOT.gov](mailto:AUS_Locate@TxDOT.gov) to request illumination, traffic signal, ITS, or toll equipment utility locates. Provide [AUS\\_Locate@TxDOT.gov](mailto:AUS_Locate@TxDOT.gov) an electronic pdf of as-builts within 21 calendar days of illumination, traffic signal, ITS, or toll equipment being placed into operation. As-built shall include GPS coordinates of manholes and junction boxes. Include final version of RFI's and revised plan sheets.

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### **ITEM 6 - CONTROL OF MATERIALS**

The Contractor is responsible for furnishing all materials included in this contract. Materials provided by Contractor will be new unless otherwise shown on the plans or approved. The Contractor must receive approval from the Engineer prior to ordering materials for this contract.

The Contractor is required to have sufficient supply of material to complete repair work within the allotted time.

The area designated as the potential habitat for the Houston Toad will not be allowed as a source for embankment unless approved by the Engineer. The general area is Bastrop County north of the Colorado River and east of SH 95 unless provided in the plans.

### **ITEM 7 – LEGAL RELATIONS AND RESPONSIBILITIES**

Roadway closures during key dates and/or special events are prohibited. See notes for Item 502 for the key dates and/or special events.

Refer to the Environmental Permits, Issues and Commitments (EPIC) plan sheets for additional requirements and permits.

When any abandoned well is encountered, cease construction operations in this area and notify the Engineer who will coordinate the proper plugging procedures. A water well driller licensed in the State of Texas must be used to plug a well.

Perform maintenance of vehicles or equipment at designated maintenance sites. Keep a spill kit on-site during fueling and maintenance. This work is subsidiary.

Maintain positive drainage for permanent and temporary work for the duration of the project. Be responsible for any items associated with the temporary or interim drainage and all related maintenance. This work is subsidiary.

Suspend all activities near any significant recharge features, such as sinkholes, caves, or any other subterranean openings that are discovered during construction or core sampling. Do not proceed until the designated Geologist or TCEQ representative is present to evaluate and approve remedial action.

Locate aboveground storage tanks kept on-site for construction purposes in a contained area as to not allow any exposure to soils. The containment will be sized to capture 150% of the total capacity of the storage tanks.

### **Work over or near Bodies of Water (Lakes, Rivers, Ponds, Creeks, etc.).**

Keep on site a universal spill kit adequate for the body of water and the work being performed. Debris is not allowed to fall into the ordinary high-water level (OHWL). Debris that falls into the OHWL must be removed at the end of each work day. Debris that falls into the floodway must be removed at the end of each work week or prior to a rain event. Install and maintain traffic control devices to maintain a navigable corridor for water traffic, except during bridge demo and beam placement. This work is subsidiary.

**Law Enforcement Personnel.**

Submit charge summary and invoices using the Department forms.

Patrol vehicles must be clearly marked to correspond with the officer's agency and equipped with appropriate lights to identify them as law enforcement. For patrol vehicles not owned by a law enforcement agency, markings will be retroreflective and legible from 100 ft. from both sides and the rear of the vehicle. Lights will be high intensity and visible from all angles.

No payment will be made for law enforcement personnel needed for moving equipment or payment for drive time to/from the event site. A minimum number of hours is not guaranteed. Payment is for work performed. If the Contractor has a field office, provide an office location for a supervisory officer when event requires a supervising officer. This work is subsidiary.

A maximum combined rate of \$85 per hour for the law enforcement personnel and the patrol vehicle will be allowed. Any scheduling fee is subsidiary per Standard Specification 502.4.2.

Cancel law enforcement personnel when the event is canceled. Cancellation, minimums or "show up" fees will not be paid when cancellation is made 12 hours prior to beginning of the event. Failure to cancel within 12 hours will not be cause for payment for cancellation, minimums, or "show up" time. Payment of actual "show up" time to the event site due to cancellation will be on a case by case basis at a maximum of 2 hours per officer.

Alterations to the cancellation and maximum rate must be approved by the Engineer or pre-determined by official policy of the officers governing authority.

**Houston Toad.**

The roadways in Lee and Bastrop Counties listed in Table HT are subject to the following restrictions/requirements due to the presence of the Houston Toad.

All workers are required to receive up to 1 hour training prior to working on the jobsite. This training will be conducted on site by a TxDOT representative. Notify the Engineer to schedule the training.

Install silt fence around the perimeter of the project to impede toads from entering the project. Install other toad BMPs as designated by the plans or Engineer prior to begin work. BMPs related to the toad will be inspected daily. All deficiencies shall be corrected immediately. Failure to correct a toad related BMP within 24 hours will result in stoppage of work. If any type of toad is found within the project, suspend work within 75 ft. of the toad and notify TxDOT. TxDOT will be responsible for relocation of a Houston toad.

All material imported to the project shall be free of fire ants. All existing material with fire ants shall be treated with a granular product to eliminate the fire ants. This work is subsidiary.

If the total rainfall in a 48 hr. period reaches 2 in. or greater, the Contractor must suspend work for 24 hr or ensure that the TxDOT provided monitors will be onsite on a full-time basis for that

24 hr period. Time suspension will not begin until the rain event has ended and time will not be charged during the suspension. Time charges during the event will be in accordance with the contract. If the suspension does not impact the performance of work for 7 hr. between 7:00 A.M and 6:00 P.M., a working day will be charged. The suspension will be non-compensable.

**Table HT**

<u>Roadway</u>	<u>Limits</u>
FM 2336	East of CR 353 (Herron Trail)
US 290	South of FM 2336 to FM 2104
FM 2104	All
HWY 71	SH 95 to FM 153
SH 95	Old McDade Road to Hwy 71
FM 1441	Peach St. to SH 21
SH 21	SH 95 to Lee County Line
Loop 150	SH 21 to Hwy 71
Park Roads 1A, 1C, 1D, and 1E	All
FM 1624	Highway 21 to Rockdale Street
FM 696	All
FM 112	Milam County Line to FM696
FM 3403	All
HWY 77	HWY 21 N to the Milam County line
Off-system	All - East of SH 95 and North of the Colorado River

**ITEM 132 – ALL EMBANKMENT**

The Engineer will define unsuitable material. Material which the Contractor might deem to be unsuitable due to moisture content will not be considered unsuitable material.

Prior to begin embankment of existing area, correct or replace unstable material to a depth of 6 in. below existing grade. Embankment areas will be inspected prior to beginning work.

**ITEM 432 - RIPRAP**

Mow strip riprap will be 4 in. and all other riprap will be 5 in. unless otherwise shown on the plans or in the pay items. Mow strip for cable barrier may be placed monolithically with the barrier foundations if using concrete in accordance with Item 543. Fiber reinforcement is not allowed except in mow strip for cable barrier if foundation and mow strip are placed monolithically.

Saw-cut existing riprap then epoxy 12 in. long No. 3 or No. 4 bars 6 in. deep at a maximum spacing of 18 in. in each direction to tie new riprap to existing riprap. This work is subsidiary.

**ITEM 500 – MOBILIZATION**

One Mobilization will be paid for each callout performed.

**ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING**

Table 1

<u>Roadway</u>	<u>Limits</u>	<u>Allowable Closure Time</u>
All Roads	Bastrop, Caldwell, Lee Counties	Monday-Thursday (8am-4pm)
All Roads	Bastrop, Caldwell, Lee Counties	Friday (8am-12pm)

For roadways without defined allowable closure times, nighttime lane closures will be allowed from 7 P to 6 A. Unless stated, daytime or Friday night lane closures will not be allowed and one lane in each direction will remain open at all times for all roadways.

No closures will be allowed on the weekends, working day prior, and working day after the National Holidays defined in the Standard Specifications, Good Friday, and Easter weekend. Closures the Sunday of the Super Bowl will not be allowed from 1 P to 11 P. No closures will be allowed on Friday and the weekends for projects within 20 miles of Formula 1 at COTA, ACL Fest, SXSW, ROT Rally, UT home football games (includes games not on a Friday or weekend), sales tax holiday, Dell Match Play (includes Thursday) or other special events that could be impacted by the construction. All lanes will be open by noon of the day before these special events.

To account for directional traffic volumes, begin and end times of closures may be shifted equally by the Engineer. The closure duration will remain. Added compensation is not allowed.

Submit an emailed request for a lane closure (LCN) to TxDOT. The email will be submitted in the format provided. Receive concurrence prior to implementation. Submit a cancellation of lane closures a minimum of 18 hours prior to implementation. Blanket requests for extended periods are not allowed. Max duration of a request is 2 weeks prior to requiring resubmittal. Provide 2-hour notice prior to implementation and immediately upon removal of the closure.

For roadways listed in Table 1: Submit the request a minimum of 48 hours prior to the closure and by the following deadline immediately prior to the closure: 11A on Tuesday or 11A on Friday.

For all roadways: Submit request for traffic detours and full roadway closures 168 hours prior to implementation. Submit request for nighttime work 96 hours to implementation date.

Cancellations of accepted closures (not applicable to full closures or detours) due to weather will not require resubmission in accordance with the above restrictions if the work is completed during the next allowable closure time.

Closures that conflict with adjacent contractor will be prioritized according to critical path work per latest schedule. Conflicting critical path or non-critical work will be approved for first LCN submitted. Denial of a closure due to prioritization or other reasons will not be reason for time suspension, delay, overhead, etc.

Cover, relocate or remove existing signs that conflict with traffic control. Install all permanent signs, delineation, and object markers required for the operation of the roadway before opening to traffic. Use of temporary mounts is allowed or may be required until the permanent mounts are installed or not impacted by construction. Maintain the temporary mounts. This work is subsidiary.

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Meet with the Engineer prior to lane closures to ensure that sufficient equipment, materials, devices, and workers will be used. Take immediate action to modify traffic control, if at any time the queue becomes greater than 20 minutes. Have a contingency plan of how modification will occur. Consider inclement weather prior to implementing the lane closures. Do not set up traffic control when the pavement is wet.

Place a 28-inch cone, meeting requirements of BC (10), on top of foundations that have protruding studs. This work is subsidiary.

Edge condition treatment types must be in accordance with the TxDOT standard. Installation and removal of a safety slope is subsidiary.

**ITEM 505 – TRUCK MOUNTED ATTENUATOR AND TRAILER ATTENUATOR**

The TMA/TA used for installation/removal of traffic control for a work area will be subsidiary to the TMA/TA used to perform the work.

The contractor will be responsible for determining if one or more operations will be ongoing at the same time to determine the total number of TMA/TA required for the work. TMA/TAs paid by the day is full compensation for all worksite locations during an entire day.

TMA/TAs used to protect damaged attenuators will be paid by the day using the force account item for the repair.

**ITEM 506 - TEMPORARY EROSION, SEDIMENTATION, AND ENV CONTROLS**

Install, maintain, remove erosion, sedimentation and environmental control measures in areas of the right of way utilized by the contractor that are outside the limits of disturbance required for construction. Permanently stabilize the area. This work is subsidiary.

Consider the SW3P for this project to consist of the following items, as directed:

Temporary Sediment Control Fence.

**ITEM 540, 542, & 544 - METAL BEAM GUARD FENCE AND GUARDRAIL END TREATMENTS**

Furnish round timber posts for guard fence. Steel posts for low fill culverts are subsidiary. Stake the locations for approval prior to installation. Adjust the limits of the fence to meet field conditions. Install delineators before opening the road to traffic.

Retain all materials. Contractor may reuse all existing materials that are structurally sound and dent free. All reused material shall be from this project and in compliance with current standards. Structurally sound rust spots with the largest dimension of 4 in. may be cleaned and repaired in accordance with 540.3.4 . Contractor may punch or field drill holes in the metal rail element to accommodate post spacing. Additional holes for splice or connections are not allowed. The holes shall be spaced in accordance with the latest standard and shall not be closer than the minimum spacing shown on the standard.

Remove, replace, and install mow strip block out material. Construct new block outs and backfill unused block outs with class B concrete. This work is subsidiary.



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Repair of mow strip damage, not caused by contractor negligence, and installation of new mow strip will be paid with appropriate bid items. Backfill and shoulder up of area around fence and mow strip will be paid using embankment item.

#### **ITEM 540 – METAL BEAM GUARD FENCE**

This MBGF item is to be used at locations where metal beam guard fence did not previously exist.

The contractor is responsible for furnishing all materials included in this contract. Materials provided will be new unless otherwise shown on the plans or approved.

New location installation will conform to all pertinent current standards.

Downstream Anchor Terminal (DAT) Sections will be paid under this Item, including repair of existing sections, upgrade from TAS and new location.

Adjust the limits of the Metal Beam Guard Fence (MBGF) to meet field conditions. Stake the locations for approval prior to installation. Install all permanent MBGF and delineators before opening the road to traffic.

Adjust existing rail as per plans and in accordance with the latest TxDOT standard. Removal, replacement, or installation of mow strip block out material will be subsidiary. Constructing new or backfilling, using class B concrete, unused mow strip block outs will be subsidiary.

#### **ITEM 542 – REMOVING METAL BEAM GUARD FENCE**

This bid item is to be used at locations where the metal beam guard fence is removed but not replaced as directed by the Engineer. Removal of metal beam guard fence to be repair or replaced will be paid for under Item 770 “Guard Fence Repair”.

Contractor retains all materials. Contractor may reuse steel posts, composite blocks, and metal beam rail elements that are undamaged, rust free, dent free, and in compliance with current standards. Structurally sound rust spots with the largest dimension of 4” may be cleaned and repaired in accordance with 540.3.5 Galvanizing Repair.

#### **ITEM 543 – CABLE BARRIER SYSTEM**

Before installation stake end terminal locations for approval. Changes to the location may be necessary to accommodate slopes or other obstructions in the field. This work is subsidiary.

Retain all materials. Existing materials that are structurally sound may be reused. All reused material shall be from this project and in compliance with current standards.

Revise cross slopes as necessary to provide a slope in compliance with the barrier standard. Reuse of excavated material from installation of the barrier and mow strip is subsidiary. Use of additional material shall be paid using embankment.

**ITEM 544 – GUARDRAIL END TREATMENTS**

This bid item is to be used at locations where guardrail end treatments did not previously exist. New guardrail end treatments at repaired or replaced locations will be paid for under Item 770 “Guard fence Repair”.

The Contractor is responsible for furnishing all materials included in this contract. Materials provided will be new unless otherwise shown in the plans or approved.

**ITEM 545 - CRASH CUSHION ATTENUATORS**

Use a coring machine or saw cut to remove the mounting hardware/bolts from the existing pavement. Cutting the hardware flush with the surface is not allowed. Refill voids in accordance with the pavement specification. This work is subsidiary.

**ITEM 770 – GUARD FENCE REPAIR**

The Contractor is responsible for furnishing all materials included in this contract. All materials provided by the Contractor will be new unless otherwise shown on the plans or approved.

The term “upgrade”, under this contract, intends that TxDOT may require the Contractor to upgrade a location by:

1. Extending rail at existing location.
2. Removing old existing rail and placing new rail, either in front of or behind the old rails’s location.
3. Upgrade rail by installing new posts or removing and resetting posts to meet current standard rail height.

For DAT upgrade and repair, see Item 540.

Cut out all concrete around timber or steel posts with a saw in a 12-inch by 12-inch square. Replace concrete grout to grade and finish as directed. Remove asphalt and replace with concrete grout as mentioned above. Any new block-outs or vegetative control mow strips will comply with the 16-inch by 16-inch standard. This work will be considered subsidiary to other bid items.

Cut all guardrail bolts protruding from the back of the guard posts such that no more than 3/4-inch remains behind the nut. Cut the bolt with a saw so that the nut can be removed from the bolt. Cutting with a cutting torch will not be allowed. Cut these bolts the same day as repaired. Provide cold galvanizing to treat cut bolts. Cold galvanizing is considered subsidiary to Item 770.

Use 16d nails with a minimum length of 3-1/2 inches to toe nail wood blocks to wood posts.

If standard metal beam guard fence crosses a structure with any additional strengthening, such as box beams behind rail, double rail, etc., the rail will be paid under Item 770.

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When requested, additional new wood or steel post should be installed as directed by the Engineer. This work will be paid for under Item 770-7006 or 770-7007.

When requested, the top portion of an unused terminal anchor post will be cut to six inches below ground level and left in place. This work will be considered subsidiary to Item 770.

Unless otherwise directed, backfill the resulting hole with material equal in composition and density to the surrounding soil. Provide any necessary backfill material. This material will be considered subsidiary to Item 770.

All new holes in rail must be drilled or punched. When rail is to be cut, use a chop saw.

The contractor is responsible for any unused or removed material deemed salvageable. Dispose of any material deemed not salvageable at a site to be provided by the Contractor outside the highway right of way. The disposal site(s) will need to be approved.

Repairs will be made in accordance with the appropriate standard. All repairs, with the exception of bridge rail, will be paid for under this item.

The work order will be considered complete when all appurtenances are installed including delineators.

#### **ITEM 776 – METAL RAIL REPAIR**

Repair the standard rail and all hardware. All repair of bridge rail will comply with the appropriate bridge rail standard design sheet. Type T6 rail is no longer continued. Therefore, replace the material with the updated rail according to the standards.

The Contractor is responsible for furnishing all materials in this contract. Materials provided will be new unless otherwise shown on the plans or approved,

Plans may be reviewed at the *Bastrop Area Office, 174 SH 21 E, Bastrop, TX 78602*. The contact person is *Shane Swimm, 512-321-2195*.

CONTROL : 6468-03-001  
PROJECT : RMC - 646803001  
HIGHWAY : US0290  
COUNTY : BASTROP

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 104 REMOVING CONCRETE
- ITEM 132 EMBANKMENT <100><110><160><204><210><216><400>
- ITEM 432 RIPRAP <247><420><421><431><440>
- ITEM 500 MOBILIZATION
- ITEM 505 TRUCK-MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)
- ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL  
CONTROLS <161><432><556>
- ITEM 540 METAL BEAM GUARD FENCE <421><441><445><529>
- ITEM 542 REMOVING METAL BEAM GUARD FENCE
- ITEM 543 CABLE BARRIER SYSTEM <421><658>
- ITEM 544 GUARDRAIL END TREATMENTS
- ITEM 545 CRASH CUSHION ATTENUATORS <502>
- ITEM 658 DELINEATOR AND OBJECT MARKER ASSEMBLIES <445>
- ITEM 770 GUARD FENCE REPAIR <429><441><445><448><540><542><544>
- ITEM 771 REPAIR CABLE BARRIER SYSTEM <543>
- ITEM 774 ATTENUATOR REPAIR <448>
- ITEM 776 METAL RAIL REPAIR <429><441><445><446><448><450>
- ITEM 778 CONCRETE RAIL REPAIR <427><429><450><776>
- ITEM 790 LANE CLOSURES <502><503><505>

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

SPECIAL PROVISION "NONDISCRIMINATION" (000---001)  
SPECIAL PROVISION "NOTICE OF CONTRACTOR PERFORMANCE EVALUATIONS"  
(000---016)

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

SPECIAL PROVISION "IMPORTANT NOTICE TO CONTRACTORS" (000---018)

SPECIAL PROVISION TO ITEM 4 (004---002)

SPECIAL SPECIFICATIONS:

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GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH  
----- PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER  
PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-  
LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL  
PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFI-  
CATIONS FOR THIS PROJECT.

## **CHILD SUPPORT STATEMENT**

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

## CONFLICT OF INTEREST CERTIFICATION

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

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

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

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

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

## E-VERIFY CERTIFICATION

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

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

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



## Certification Regarding Disclosure of Public Information

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

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

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

By entering into Contract, the Contractor agrees to:

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

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

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

## CERTIFICATION TO NOT BOYCOTT ISRAEL

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

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

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

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

## CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

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

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

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

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

## CERTIFICATION TO NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS

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

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

This provision applies to a contract that:

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

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

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

# Special Provision to Item 000

## Nondiscrimination



### 1. DESCRIPTION

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

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

### 2. DEFINITION OF TERMS

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

### 3. NONDISCRIMINATION PROVISIONS

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

- 3.1. **Compliance with Regulations.** The Contractor must comply with the Regulations pertinent to nondiscrimination in federally assisted programs of the United States Department of Transportation 49 CFR 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- 3.2. **Nondiscrimination.** The Contractor, regarding the work performed during the Contract, must not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor must not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- 3.3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, the Contractor must notify each potential subcontractor or supplier of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 3.4. **Information and Reports.** The Contractor must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Recipient or the Department to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor must so certify to the Recipient, or the Department as appropriate, and must set forth what efforts it has made to obtain the information.
- 3.5. **Sanctions for Noncompliance.** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Recipient must impose such Contract sanctions as it or the Department may

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

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

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# Special Provision 000

## Important Notice to Contractors

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### 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.

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### 2. DEFINITIONS

- 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.

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### 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.

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**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.

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**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.

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**6. APPEALS PROCESS**

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



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## Special Provision 000

### Certificate of Interested Parties (Form 1295)

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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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## Special Provision to Item 4

### Scope of Work

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Item 4, "Scope of Work," of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

**Article 4.4., "Changes in the Work,"** is supplemented by the following.

When mutually agreed in writing, the Engineer may extend the Contract if the Contractor has satisfactorily fulfilled the terms and conditions of the Contract. The extension may be for a period not to exceed the original Contract time and may include additional quantities up to the original bid quantities plus any quantities added by change order. Unit prices may be adjusted to reflect the current Federal Consumer Price Index for the Southern Region. The extension will meet the terms and conditions of the Contract. Execute the extension before the final acceptance of the Contract unless agreed upon by the Engineer. Prosecute the Contract and the extension consecutively. Only one extension will be allowed.