

Control	6435-88-001
Project	BPM - 643588001
Highway	IH0010
County	EL PASO

## 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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# PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

## 2024 SPECIFICATIONS

### WORK CONSISTING OF BRIDGE PREVENTATIVE MAINTENANCE EL PASO 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 100 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:

TWENTY-FIVE THOUSAND (Dollars) ( \$25,000 )

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**

**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>6435-88-001</b>
<b>Project</b>	<b>BPM - 643588001</b>
<b>Highway</b>	<b>IH0010</b>
<b>County</b>	<b>EL PASO</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>6435-88-001</b>
<b>Project</b>	<b>BPM - 643588001</b>
<b>Highway</b>	<b>IH0010</b>
<b>County</b>	<b>EL PASO</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
					L	E	

**Unit price for each plant in place**

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

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

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

**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
					L	E	

**Unit price of each Roadway Illumination Assembly**

EXAMPLE

EXAMPLE

EXAMPLE

EXAMPLE

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PROJECT BPM - 643588001  
COUNTY EL PASO

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.				
	104	7006		REMOV CONC (RIPRAP)  DOLLARS and CENTS	SY	1,290.000	1
	429	7003		CONC STR REPAIR(DECK REP(PART DEPTH))  DOLLARS and CENTS	SF	184.000	2
	429	7007		CONC STR REPAIR (VERTICAL & OVER- HEAD)  DOLLARS and CENTS	SF	1,434.000	3
	432	7001		RIPRAP (CONC)(4 IN)  DOLLARS and CENTS	CY	74.000	4
	442	7008		STR STEEL (MISCELLANEOUS BRIDGE)  DOLLARS and CENTS	LB	560.000	5
	454	7010		JOINT SEALANT  DOLLARS and CENTS	LF	148.000	6
	459	7008		GABION MATTRESSES (GALV)(18 IN)  DOLLARS and CENTS	SY	252.000	7
	459	7010		GABIONS (3' X 3')(GALV)  DOLLARS and CENTS	CY	448.000	8
	500	7001		MOBILIZATION  DOLLARS and CENTS	LS	1.000	9
	502	7001		BARRICADES, SIGNS AND TRAFFIC HAN- DLING  DOLLARS and CENTS	MO	5.000	10
	503	7002		PORTABLE CHANGEABLE MESSAGE SIGN  DOLLARS and CENTS	EA	2.000	11

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	505	7001		TMA (STATIONARY)  DOLLARS and CENTS	DAY	100.000	12
	506	7043		BIODEG EROSN CONT LOGS (INSTL) (8")  DOLLARS and CENTS	LF	200.000	13
	506	7046		BIODEG EROSN CONT LOGS (REMOVE)  DOLLARS and CENTS	LF	200.000	14
	760	7001		DITCH CLEANING AND RESHAPING (FOOT)  DOLLARS and CENTS	LF	176.000	15
	780	7002		CNC CRACK REPAIR (DISCRETE)(INJECT)  DOLLARS and CENTS	LF	25.000	16
	785	7002		BRIDGE JOINT REPAIR (HEADER)  DOLLARS and CENTS	LF	498.000	17
	785	7011		BRIDGE JOINT REPLACEMENT (SEJ)  DOLLARS and CENTS	LF	84.000	18

# **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

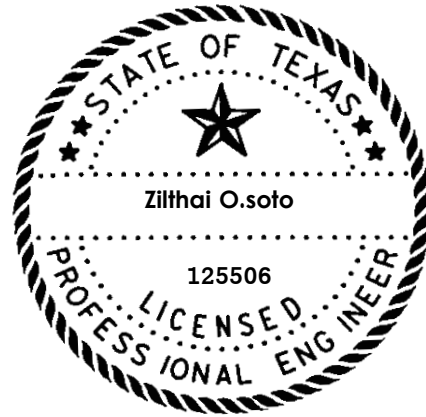
- B. If this proposal is the low bid, the bidder agrees to provide the following information prior to award of the contract.

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 6435-88-001  
Project BPM - 643588001  
Highway IH0010  
County EL PASO

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  
*Zilthai O.soto, P.E.*  
JULY 23, 2024



**CONTROL: 6435-88-001**

**COUNTY: CULBERSON, ETC.**

**HIGHWAY: IH 10, ETC.**

### **General Requirements**

Maintain the entire project area in a neat and orderly manner throughout the duration of the work. Remove all construction litter and undesirable vegetation within the right of way inside the project limits. This work will be subsidiary to the various bid items.

General Project Description – This project consists of performing Bridge Preventative Maintenance (BPM) on various structures along various roadways in the Culberson, Hudspeth, and Jeff Davis counties.

The project will be managed by the Alpine Area Office with participating Area Engineers (AE) and Maintenance Section Supervisors (MSS) listed below:

**Armando Ramirez, P.E., Alpine AE**

2400 N HWY 118  
Alpine, Texas 79830  
(432) 837-7804  
[Armando.Ramirez2@txdot.gov](mailto:Armando.Ramirez2@txdot.gov)

**Rudy Valdez, MSS**

2101 Van Horn Dr  
Van Horn, Texas 79855  
(432) 283-2501  
[Rudy.Valdez@txdot.gov](mailto:Rudy.Valdez@txdot.gov)

**Rene Romero, P.E., East AE**

1430 Joe Battle Blvd.  
El Paso, Texas 79936  
(915) 849-5552  
[Rene.Romero@txdot.gov](mailto:Rene.Romero@txdot.gov)

**Manuel Molina Jr, MSS**

1430 Joe Battle, Blvd.  
El Paso, Texas 79936  
(915) 857-5041  
[Manuel.Molina@txdot.gov](mailto:Manuel.Molina@txdot.gov)

**Javier Castillo, MSS**

600 South Main  
Dell City, Texas 79837  
(915) 849-5573  
[Javier.Castillo@txdot.gov](mailto:Javier.Castillo@txdot.gov)

### **Item 2 – Instructions to Bidders**

**Plans required for this contract** (illumination & fiber optic lighting maintenance & repair, traffic management & traffic signal maintenance (2-year contract), specialty maintenance project.

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

**COUNTY: CULBERSON, ETC.**

**HIGHWAY: IH 10, ETC.**

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.

**Item 3 – Award and Execution of Contract**

Work order may be issued until August 31, 2025. Time charges and work will start on the date stated on the Work Authorization letter. The Contract will be in effect until the work on the last callout is completed.

**Item 4 – Scope of Work**

Schedule and perform all work to ensure proper drainage during construction or maintenance operations. All labor, tools, equipment, and supervision required, to ensure drainage, removal, and handling of water shall be considered incidental work.

**Item 7 – Legal Relations and Responsibilities**

Comply with all requirements of the Environmental Permits Issues and Commitments (EPIC) Sheet.

Do not discharge any liquid pollutant from vehicles onto the roadside. Immediately clean spills and dispose in compliance with local, state, and federal regulations to the satisfaction of the Engineer at no additional cost to the Department.

Occupational Safety & Health Administration (OSHA) regulations prohibit operations that bring people or equipment within 10 ft. of an energized electrical line. Where workers and/or equipment may be close to an energized electrical line, notify the electrical power company and make all necessary adjustments to ensure the safety of workers near the energized line.

No significant traffic generator events identified.

**Law Enforcement Personnel**

Coordinate with TxDOT Engineer for off-duty Law enforcement assistance when needed to direct traffic during significant closures and detours, as approved unless otherwise directed by the engineer. The officer shall monitor or direct traffic during the closure as directed by the Engineer. 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.

Contractor to submit a written request at least 48 hrs prior to the need for law enforcement to the Engineer. The Engineer will make arrangements with the respective entity to formally request the services.

Fees resulting from contractor-initiated cancellations shall be the Contractor's responsibility.

**CONTROL: 6435-88-001**

**COUNTY: CULBERSON, ETC.**

**HIGHWAY: IH 10, ETC.**

The method used to direct traffic at signalized intersections shall be as approved. Additional officers and vehicles may be provided when approved or directed.

Show proof of certification by the Texas Commission on Law Enforcement Standards.

Complete the daily tracking form provided by the department and submit proof of payment such as cancelled checks for the approved invoices that have been billed to the project no later than 30 days from the invoice date.

No payment will be made for law enforcement personnel needed for moving equipment or payment for drive time to/from the event site.

Minimums, scheduling fees, etc. will not be paid; TxDOT will consider paying cancellation fees on a case-by-case basis.

### **Item 8 – Prosecution and Progress**

Working days will be calculated in accordance with Section 8.3.1., “Standard Workweek.”

Create and maintain a bar chart schedule.

Provide a Project Schedule Summary Report on a monthly basis along with the monthly progress schedule.

### **Item 9 – Measurement and Payment**

Monthly progress payments will be made for items of work completed by the 27<sup>th</sup> day of each month. Any work completed after the 27<sup>th</sup> will be included for payment in the subsequent monthly progress payment.

Submit Material on Hand (MOH) payment requests at least **two (2)** working days prior to the 27<sup>th</sup> of the month for payment consideration on that month’s estimate.

### **Item 104 – Removing Concrete**

All work items described under item 104.3 required to saw-cut, as shown on the plans, or as directed is considered subsidiary to this Item.

### **Item 354 – Planing and Texturing Pavement**

When a bridge deck is planed and textured, remove excess material. Do not broom to the sides of the bridge, under guardrail, etc. Cover or protect all sealed expansion joints, rails on bridge, and all railroad tracks encountered as approved by the engineer. Clean all these features if they weren’t properly protected. This work is subsidiary work to applicable bid items. Refer to Item 438, “Cleaning and Sealing Joints”, for procedures and methods.

**COUNTY: CULBERSON, ETC.**

**HIGHWAY: IH 10, ETC.**

Contractor shall furnish flood light towers at stockpile locations for work performed during night hours. Provide sufficient equipment to stockpile materials during the milling operations at the designated locations shown on plans or as directed by the engineer.

Construct a taper with an asphaltic mixture at all uneven transverse joints left by planing operation. Transitions shall be at 10 feet for every 1 inch. Asphaltic material will be subsidiary to this item of work.

Department will retain ownership of planed materials. The asphalt removed under this item shall be salvaged and stockpiled in separate stockpiles as directed by the Engineer at the location listed below. RAP generated through the required work on the contract is available for the Contractor's use when shown under Item 134 or the HMA items of work, if applicable.

TxDOT East Area Office

1430 Joe Battle Blvd.

El Paso, TX 79936

Contact the East Area Maintenance Supervisor at (915) 849-5555 for coordination prior to delivery of materials. Stack in piles 12 to 13 feet maximum height. Place silt fence along the perimeter of stockpiled material. Silt fence will be paid under Item 506, "Temporary Erosion, Sedimentation, and Environmental Controls". Final quantity of silt fence to be approved by the engineer prior to stockpiling. Hauling of material and incidentals to complete this work is subsidiary to this Item.

Alpine Area Office

2400 N HWY 118

Alpine, TX 79830

Contact the Alpine Area Maintenance Supervisor at (432) 837-7800 for coordination prior to delivery of materials. Stack in piles 12 to 13 feet maximum height. Place silt fence along the perimeter of stockpiled material. Silt fence will be paid under Item 506, "Temporary Erosion, Sedimentation, and Environmental Controls". Final quantity of silt fence to be approved by the engineer prior to stockpiling. Hauling of material and incidentals to complete this work is subsidiary to this Item.

**Item 429 – Concrete Structure Repair**

Use Department approved products to accomplish full depth, horizontal and vertical concrete repairs. Follow the procedures outlined in the Concrete Repair Manual unless approved otherwise. Submit for approval all materials and methods of application at least 3 weeks before beginning any repair work.

**CONTROL: 6435-88-001**

**COUNTY: CULBERSON, ETC.**

**HIGHWAY: IH 10, ETC.**

Maintain bridge components so that they shall remain free of all debris during construction. This work will not be paid for directly but shall be considered subsidiary to the pertinent items.

### **Item 432 – Riprap**

Wire mesh and fibers for concrete will not be allowed for concrete riprap in accordance with item 432.3.1, "Concrete Riprap" on this project for this Item. Reinforce all concrete riprap using bar reinforcement conforming to Item 440, "Reinforcement for Concrete," as shown on the plans, or as directed.

Finish concrete riprap with a smooth (wood float) finish, unless otherwise directed.

### **Item 442 – Metal for Structures**

Prepare and submit the field erection drawings in accordance with Item 441 3.1.6, "Drawings" for approval prior to construction. Field erection drawing will include details for additional temporary lateral bracing to be used to secure plate girders from wind loads during erection and construction.

Additional temporary shoring may include, but is not limited to guy wires with dead-man anchors, etc. Temporary lateral bracing shall be removed upon approval. Temporary lateral bracing will not be measured or paid for directly but is subsidiary to this Item.

### **Item 500 – Mobilization**

The Contractor will be paid in accordance with the associated Item based on work performed. This will fully compensate the Contractor for all associated activities.

### **Item 502 – Barricades, Signs, and Traffic Handling**

Prior to beginning construction, the Engineer will approve the routing of traffic and sequence of work.

Additional signs and barricades, placed as directed, will be considered subsidiary to this Item.

In accordance with Section 7.2.6.1, designate, in writing, a Contractor Responsible Person (CRP) and a CRP alternate to take full responsibility for the set-up, maintenance, and necessary corrective measures of the traffic control plan. The CRP or CRP alternate must be present at site and implement the initial set up of every traffic control phase/stage, at each location, and/or each call out, for the entire duration of the project.

At the written request of the Engineer, immediately remove the CRP or CRP alternate from the project if, in the opinion of the Engineer, is not competent, not present at initial TCP set-ups, or does not perform in a proper, skillful, or safe manner. These individuals shall not be reinstated without written consent of the Engineer.

**COUNTY: CULBERSON, ETC.****HIGHWAY: IH 10, ETC.**

CRP and CRP alternate must be trained using Department approved training. Provide a copy of the certificate of completion to the Engineer for project records.

All contractor workers involved with the traffic control implementation and maintenance must participate and complete a department approved training course. Provide a copy of the certificate of completion to the Engineer for project records. Refer to "Traffic Control Training" Material Producer List <https://ftp.txdot.gov/pub/txdot-info/cmd/mpl/tct.pdf> for Department approved training.

Contractor may choose to train workers involved with the traffic control implementation and maintenance with a contractor developed training in lieu of Department approved training. Contractor developed training must be equivalent to the Department approved training. Provide the Engineer a copy of the course curriculum for pre-approval, prior to conducting the contractor developed training. Provide the Engineer a copy of the log of attendees after training completion for project records.

Existing regulatory signs, route marker auxiliaries, guide signs, and warning signs that must be removed due to widening shall be relocated temporarily and erected on approved supports at locations shown in the plans, or as directed. This work will not be paid for directly but is considered subsidiary to this Item.

Notify the Department officials when major traffic changes are to be made, such as detours. Coordinate with the Department on all traffic changes. Advance notification for the following week's work must be made by 5 P.M. on Wednesdays.

If Law Enforcement Personnel is required by the Engineer, coordinate with local law enforcement as directed or agreed. Complete the weekly tracking form provided by the Department and submit invoices with 5% allowance for Law Enforcement payments by Contractor that agree with the tracking form for payment at the end of each month where approved services were provided.

Provide access to intersecting side roads and driveways at all times, unless otherwise directed.

Any approved change to the sequence of work or TCP, must be signed and sealed by a Contractor's Licensed Professional Engineer assuming full responsibility for any additional barricade signs and devices needed.

Use striping operations to channelize traffic into the newly completed roadway, as directed. Maintain shoulders and median areas in a condition capable of serving as emergency paths, as approved. This work will be subsidiary to this Item.

Use portable changeable message signs (PCMS) to alert public of construction two weeks prior to construction.

Use flaggers when directed. Provide two-way radio communication for all flaggers.

Place and maintain sufficient additional warning signs, beacons, delineators, and barricades to warn and guide the public of all hazards in the construction zone limits at all times, and as directed.

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Use flashing arrow boards on all tapers for each lane closure.

Some signs, barricades, and channelization devices may not be shown at the precise or measured position. Place the barricades, devices, or signs, with approval, in positions to meet field conditions.

Use Type A flashing warning lights or delineators to mark open excavation, footings, foundations, or other obstructions near lanes that may be open to traffic, as directed.

Remove or cover signs that do not apply to current conditions at the end of each day's work.

Repair or replace all signs damaged by the public or due to weather events.

All project signs shall be maintained free of litter, debris, or sediment build up at the base supports. This work is subsidiary to this item of work.

### **Safety Contingency**

The contractor Force Account "Safety Contingency" that has been established for this project is intended to be utilized for work zone enhancement, to improve the effectiveness of the TCP that could not be foreseen in the project planning and design stage. These enhancements will be mutually agreed upon by the Engineer and the Contractor's Responsible Person based on weekly or more frequent traffic management reviews on the project. The Engineer may choose to use existing bid items if it does not slow the implementation of enhancement.

### **Item 505 – Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)**

All TMA Operators must participate in a TMA workshop to be conducted by the El Paso District Safety Office on the proper use of TMAs, prior to work. All TMA Operators must participate in a TMA workshop provided by the Department or equivalent approved by the Engineer. A truck mounted attenuator completion card will be issued to TMA Operators that successfully complete the TMA workshop. The workshop completion card must be carried by TMA Operators at all times while working on Department right of way.

Acquire the TCP and TMA Operator's workshop completion prior to the authorization to begin work. No time suspension will be granted, and no traffic control work will be allowed without the workshop completion card.

Refer to the Basis of Estimate for the TMAs required for this type of work. TMAs will be used and positioned per the applicable Traffic Control Plan standard or as directed by the Engineer. Additional TMAs required due to changes in project phasing by contractor or the Engineer will be provided by the contractor.

The supporting vehicle for the TMA shall have a minimum gross (i.e., ballasted) vehicular weight of 19,000 pounds.

Basis of Estimate for Stationary TMAs				
		TMA(Stationary)		
Location	Standard	Required	Additional	TOTAL
1	TCP(5-1B)	1	-	1
2	TCP(6-1A)	1	-	1
3	TCP(6-1A)	1	-	1
4	TCP(6-1A)	1	-	1
5	TCP(5-1B)	1	-	1
6	TCP(5-1B)	1	-	1
7	TCP(6-1A)	1	-	1
8	TCP(6-1A)	1	-	1
9	TCP(6-1A)	1	-	1
10	TCP(6-1A)	1	-	1

**Item 506 – Temporary Erosion, Sedimentation, and Environmental Controls**

Refer to SWP3 Sheets for total acres of disturbed area. Establish the authorization requirements for Storm Water Discharges for soil disturbed area in this project, all project locations in the Contract, and Contractor Project Specific Locations (PSLs), within one mile of the project limits. Both the Department and the Contractor shall obtain an authorization to discharge storm water from TCEQ for the construction activities shown on the plans. Obtain required authorization from the TCEQ for any Contractor PSLs for construction support activities on or off the right of way.

Best Method Practices (BMP's) may be adjusted to meet field conditions, or as directed. The Engineer will verify all locations prior to placement of BMPs. Keep all inlets functional within the project limits throughout the entire length of the project to accept storm water as part of the Storm Water Pollution Prevention Plan (SWP3), as directed.

Place rain gauge(s) at locations as designated.

Grading operations will be limited to the catch point of the proposed cross-section.

Preserve any vegetation outside these limits.

The Storm Water Pollution Prevention Plan (SWP3) consists of temporary erosion control measures needed and provided for under this Item. The disturbed area is less than one acre and



**CONTROL: 6435-88-001**

**COUNTY: CULBERSON, ETC.**

**HIGHWAY: IH 10, ETC.**

use of erosion control measures is not anticipated. If physical conditions encountered at the job site require necessary controls, BMP installation, maintenance, and removal will be paid as extra work on a force account basis per *Articles 4.4 and 9.7*.

**CONTROL: 6435-88-001**

**SHEET 5D**

**COUNTY: CULBERSON, ETC.**

**HIGHWAY: IH 10, ETC.**

**GENERAL NOTES**

**SHEET J**

CONTROL : 6435-88-001  
PROJECT : BPM - 643588001  
HIGHWAY : IH0010  
COUNTY : EL PASO

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 429 CONCRETE STRUCTURE REPAIR <421><431><440><780>  
ITEM 432 RIPRAP <247><420><421><431><440>  
ITEM 442 METAL FOR STRUCTURES <441><445><446><447><448>  
ITEM 454 BRIDGE EXPANSION JOINTS <429><442><785>  
ITEM 459 GABIONS AND GABION MATTRESSES  
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)  
ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL  
CONTROLS <161><432><556>  
ITEM 760 CLEANING AND RESHAPING DITCHES  
ITEM 780 CONCRETE CRACK REPAIR  
ITEM 785 BRIDGE JOINT REPAIR OR REPLACEMENT <429><438><448><449>  
<454>

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:

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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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