

Control	6470-68-001
Project	RMC - 647068001
Highway	IH0010
County	CHAMBERS

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 BASE REPAIR WITH SEAL COAT AND/OR OVERLAY CHAMBERS 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 30 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 THOUSAND (Dollars) (\$20,000)

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:

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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):

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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
	I04	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
--	-----	-----	-----	--	----	--------	---

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	7011		REMOV CONC (DRIVEWAYS) DOLLARS and CENTS	SY	92.000	1
	132	7003		EMBANK (FNL)(OC)(TY B) DOLLARS and CENTS	CY	10.000	2
	134	7002		BACKFILL (TY B) DOLLARS and CENTS	STA	58.000	3
	164	7005		BROADCAST SEED (TEMP_WARM) DOLLARS and CENTS	SY	6,412.000	4
	168	7001		VEGETATIVE WATERING DOLLARS and CENTS	TGL	7.713	5
	341	7003		D-GR HMA TY-B PG64-22 (EXEMPT) DOLLARS and CENTS	TON	191.000	6
	341	7046		D-GR HMA TY-D PG64-22 (LEVEL-UP) DOLLARS and CENTS	TON	941.000	7
	341	7082		TACK COAT DOLLARS and CENTS	GAL	1,167.000	8
	344	7020		SP MIXES SP-C SAC-A PG70-22 DOLLARS and CENTS	TON	1,883.000	9
	344	7077		TACK COAT DOLLARS and CENTS	GAL	1,167.000	10
	351	7005		FLEXIBLE PAVEMENT STRUCTURE REPAIR(6") DOLLARS and CENTS	SY	2,671.000	11

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	354	7032		PLANE ASPH CONC PAV(0" TO 2") DOLLARS and CENTS	SY	1,813.000	12
	360	7047		CONC PVMT (CRCP)(HES) (8") DOLLARS and CENTS	SY	84.000	13
	432	7001		RIPRAP (CONC)(4 IN) DOLLARS and CENTS	CY	2.500	14
	464	7003		RC PIPE (CL III)(18 IN) DOLLARS and CENTS	LF	16.000	15
	467	7308		SET (TY II) (18 IN) (RCP) (6: 1) (P) DOLLARS and CENTS	EA	2.000	16
	496	7004		REMOV STR (SET) DOLLARS and CENTS	EA	2.000	17
	500	7001		MOBILIZATION DOLLARS and CENTS	LS	1.000	18
	502	7001		BARRICADES, SIGNS AND TRAFFIC HAN- DLING DOLLARS and CENTS	MO	2.000	19
	503	7001		PORTABLE CHANGEABLE MESSAGE SIGN DOLLARS and CENTS	DAY	30.000	20
	505	7001		TMA (STATIONARY) DOLLARS and CENTS	DAY	30.000	21
	505	7003		TMA (MOBILE OPERATION) DOLLARS and CENTS	DAY	2.000	22
	530	7007		DRIVEWAYS (CONC) (HES) DOLLARS and CENTS	SY	37.000	23

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	530	7010		DRIVEWAYS (ACP) DOLLARS and CENTS	SY	150.000	24
	644	7001		IN SM RD SN SUP&AM TY10BWG(1)SA(P) DOLLARS and CENTS	EA	3.000	25
	644	7004		IN SM RD SN SUP&AM TY10BWG(1)SA(T) DOLLARS and CENTS	EA	8.000	26
	644	7073		REMOVE SM RD SN SUP&AM DOLLARS and CENTS	EA	11.000	27
	662	7112		WK ZN PAV MRK SHT TERM (TAB)TY W DOLLARS and CENTS	EA	433.000	28
	666	7023		REFL PAV MRK TY I (W)8"(SLD)(090MIL) DOLLARS and CENTS	LF	510.000	29
	666	7407		REFL PAV MRK TY I (W)6"(BRK)(090MIL) DOLLARS and CENTS	LF	1,450.000	30
	666	7410		REFL PAV MRK TY I (W)6"(SLD)(090MIL) DOLLARS and CENTS	LF	5,771.000	31
	666	7422		REFL PAV MRK TY I (Y)6"(SLD)(090MIL) DOLLARS and CENTS	LF	5,771.000	32
	668	7089		PREFAB PM TY C (W)(24")(SLD) DOLLARS and CENTS	LF	24.000	33
	672	7006		REFL PAV MRKR TY II-C-R DOLLARS and CENTS	EA	84.000	34

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

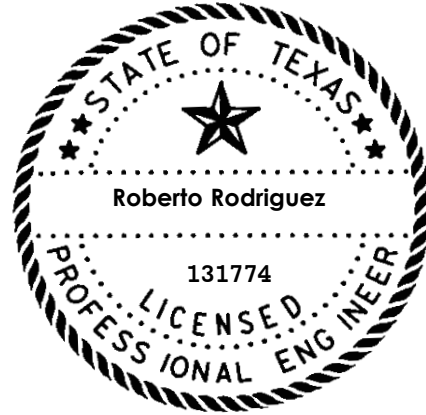
- B. If this proposal is the low bid, the bidder agrees to provide the following information prior to award of the contract.

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 6470-68-001
Project RMC - 647068001
Highway IH0010
County CHAMBERS

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
Roberto Rodriguez, P.E.
AUGUST 25, 2024

County: Chambers
Highway: IH-10 WB FR

CONTROL: 6470-68-001

GENERAL NOTES:

General:

Contractor questions on this project are to be addressed to the following individuals:

Name Roberto Rodriguez, P.E.

Email Roberto.M.Rodriguez@txdot.gov

Name Dan Thompson, P.E.

Email Daniel.Duke.Thompson@txdot.gov

Questions may be submitted via the Letting Pre-Bid Q&A web page. This webpage can be accessed from the Notice to Contractors dashboard located at the following Address:

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

All Contractor questions will be reviewed by the Engineer. All questions and any corresponding responses that are generated will be posted through the same Letting Pre-Bid Q&A web page.

The Letting Pre-Bid Q&A web page for each project can be accessed by using the dashboard to navigate to the project you are interested in by scrolling or filtering the dashboard using the controls on the left. Hover over the blue hyperlink for the project you want to view the Q&A for and click on the link in the window that pops up.

Prior to beginning work, the Contractor is required to attend a preconstruction meeting in the office of the Liberty Area Engineer located at 209 Layl Drive.

The Contractor will notify the Engineer or TxDOT representative by 8:15 A.M. of that working day if no work is to be performed during that day.

Work on this Contract is not to be considered complete until the Contractor receives written notification from the Area Engineer. Contractor will not demobilize from project until this written notification has been presented. Oral notification will not constitute official notification that work is complete.

The Contractor will comply with all ordinances and regulations of local, municipal, and county governments as well as the Texas Natural Resources Conservation Commission/Texas Commission on Environmental Quality which may be applicable to this Contract.

Arrange work so that no machinery or equipment will be closer than 30 feet to the roadway after sunset unless authorized nor storage of materials will be permitted at Maintenance Section yards, District Office, or highway right of way.

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There will be no lane closures during major holidays as directed.

Protect all areas of the Right of Way which are not included in the actual limits of the proposed construction areas from destruction. Restore any damaged areas to as good or better. No payment will be made for this work.

Assume full responsibility for location of underground utility installations which may exist, and notification to the utility involved in case of conflict or damage and will be the responsibility of the Contractor for damage that occurs due to negligence. Consider this work to be subsidiary to the pertinent bid Items of the Contract.

Law enforcement will be considered for this Contract under the following conditions unless otherwise directed:

- Traffic shifts at intersections where unexpected or sudden queuing is anticipated;
- Complex intersections where flaggers may not be able to maintain adequate traffic control.

Provide one full-time off-duty uniformed officer, with transportation jurisdiction and full police powers in the county or city in which the project is located, during construction as directed. The officers must be able to show proof of certification by the Texas Commission on Law Enforcement Officers Standards. Coordinate with local law enforcement and arrange for law enforcement as directed or agreed. Complete the daily tracking form provided by the Department and submit invoices that agree with the tracking form for payment at the end of each month approved services were provided. Peace Officer will be paid by force account, and must be approved.

The vehicle used must be a marked law enforcement vehicle in the city or county where the project is located.

Item 6: Control of Materials

Flammable and combustible materials will be stored at a designated location as approved. Do not store flammable and combustible materials under or adjacent to Bridge class structures. Daily removal of these materials will be considered incidental work.

Item 7: Legal Relations and Responsibilities

Furnish all materials, labor and incidentals required to provide for traffic across the highway and for temporary ingress and egress to private property in accordance with Section 7.2.4 of the 2014 Standard Specifications at no additional cost to the State. Consider this work to be subsidiary to the pertinent bid Items of the Contract.

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The Contractor will be completely responsible for the immediate removal of any material that gets upon any vehicle because of their operation.

Item 8: Prosecution and Progress

Compute and charge working days in accordance with Section 8.3.1.4 Standard Workweek.

Work hours between 8:00 a.m. and 4:00 p.m.

No work allowed on Saturday unless approved by the Engineer.

Submit monthly progress schedules in accordance with Section 8.5.5.2.3. Failure to supply updated project schedule may result in the Engineer withholding progress (monthly) payments.

Submit a schedule of the proposed work to the Area Engineer at the preconstruction meeting. If at any time during the Contract the work progress is behind the initial schedule, submit documentation indicating how the project will be accelerated to ensure project completion in the remaining Contract time.

The Contractor must maintain a fluent English-Speaking person or have an answering system to answer the telephone between the hours of 8:00 am and 5:00 pm Monday through Friday. It is the Contractor's responsibility to keep the Engineer notified of the correct telephone number.

Ensure enough workers, equipment and materials are available to continuously and diligently prosecute the work to conclusion. Not enough resources resulting in poor performance may be grounds for default.

Adjoining projects may be in progress during the construction of a portion of this project. Plan and prosecute the sequence of construction and the traffic control plan with adjacent construction projects, if applicable. Manage construction of all phases to minimize disruption to traffic.

Maintain one open lane of traffic during construction, unless otherwise approved.

Item 134: Backfilling Pavement Edges

Backfilling pavement edges quantity by station includes both sides of the roadway. Backfill the pavement edges daily so that no drop-off conditions exist.

Furnish Type B material. Type B millings from planing operations and excavated material from base repairs can be used.

Size RAP so that all material passes the two-inch sieve. Use RAP that does not contain deleterious material such as clay or organic material.

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Item 164: Seeding for Erosion Control

Apply cellulose mulch fiber seeding in areas designated in the plans or as directed. Prior to seeding, finish the areas designated to a smooth surface for a uniform application of seed.

Seed disturbed areas that are not worked in 14 days.

Should areas of natural growth be deemed by the engineer to have sufficient cover, seeding in such areas will be eliminated upon order of the engineer.

Item 168: Vegetative Watering

Equip water trucks with sprinkler systems capable of covering the entire area to be seeded or sodded from the roadway.

Water all newly placed sod or seeded areas the same day of installation. Thereafter, maintain the sod or seeded areas in a well-watered condition and at no time allow the areas to dry to the condition that water stress is evident.

Mechanical watering may not be required during periods of adequate moisture as determined.

Rate of application is approximate. Actual rate may be modified as directed by the engineer. Comply with stabilization requirements for 70% grass coverage; uniform vegetative coverage is required. During this period, meter and operate water equipment under pumping pressure capable of delivering the required quantities of water necessary. For Permanent seeding each cycle will be executed weekly for 12 weeks, unless directed otherwise. For Temporary seeding each cycle will be executed weekly for 6 weeks, unless directed otherwise.

Provide a log book showing daily water usage and receipts of water applied, in addition to metering the water equipment.

Item 344: Superpave Mixtures

Do not place longitudinal joints in the wheel path.

Use trackless tack coat.

Use aggregate that meets the SAC requirement of class A for all surface mixes. RAP aggregate must meet the requirements of Table 1.

Aggregates used on shoulders and ramps are required to meet SAC requirements. Provide mix designs. Mix designs must be verified and approved.

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Remove all vegetation from pavement edges, intersections, curbs and gutters and driveways before planning or ACP operations. This work will not be paid for directly but will be subsidiary to the various bid Items.

Operate the spreading and finishing machine at a uniform forward speed consistent with the plant production rate, hauling capability, and roller train capacity to result in a continuous operation. The speed will be slow enough, so that stopping between trucks is not ordinarily required. If the Engineer determines sporadic delivery of material is adversely affecting the HMA placement, the Engineer may require paving operations to cease until acceptable methods are employed to minimize starting and stopping of the paver.

Item 351: Flexible Pavement Structure Repair

The repair areas will require full depth saw-cut when milling is not used. Consider this work to be subsidiary to the various bid items of the contract.

Provide Flexible Pavement Repair with material meeting the requirements of Item 341, Type B (PG 64-22) unless approved otherwise. Place Hot Mix with a constant longitudinal surface grade and tie in flush with the existing surface at each end and both sides of the repair area.

Minimum patch sizes will be one half lane in width and 10' in length.
Match the existing cross slope in the repair areas, unless directed otherwise.

All repair locations must be filled the same day they are excavated. No open cut areas will be allowed overnight.

Some repair areas may consist of cement treated base. If this material is encountered, it will be removed and paid for as flexible pavement structure repair under this Item.

Depth of repair will typically match existing pavement depth but may be increased to remove weak subgrade or decreased if existing pavement is determined to be stable when directed. All excavated areas to be filled by the end of each workday and opened to traffic.

Use a vibratory roller with drum type A or B to accomplish sufficient compaction.

Testing for asphalt concrete materials provided under this Item in accordance with respective specifications may be waived provided there is sufficient evidence from other ongoing TxDOT projects to establish conformance with the respective specifications.

Pavement repair will be constructed so that all travel lanes are open by the end of each defined working day. Do not leave open repair or lane closure at night.

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Item 354: Planing and Texturing Pavement

Where the underlying flexible base is exposed during the planing operation, prime this area with an asphalt at a rate as directed and patch with an approved HMA material, at the end of the day's operation in which it occurs. These items of work will not be paid for directly but will be subsidiary to Item 354.

Prior to leaving for the day, place a hot mix cold laid wedge of mix to prevent an abrupt bump or drop at the end of milling. Consider this subsidiary to various bid Items.

Item 502: Barricades, Signs, and Traffic Handling

Remove all traffic control devices from the roadway, off the right of way, when they are not in use. Devices scheduled to be used within 3 days may be placed along the shoulder of the roadway or right of way when not in use, or stored in other approved areas on the project. Cover any construction signs that are not in effect that are installed in a fashion that will not allow them to be removed from the right of way easily.

Furnish and maintain all barricades and warning signs, including all temporary and portable traffic control devices necessary to complete construction. Construct and place in accordance with the barricades and construction standards, latest Texas MUTCD, and the traffic control plans, or as directed.

Place no construction signs in conflict with existing signs. If placement of construction signs for the Contract blocks existing signs, make adjustment with confirmation from the Engineer.

Plan work sequence in a manner that will cause the minimum interference with traffic during construction operations.

Work will not be allowed on the roadway without either a proper lane closure or shoulder closure. Closures will be as detailed on the plans as directed.

Provide certified flaggers at each side road intersection and ensure they have communication with the certified flaggers controlling the movement of traffic on the highway.

Construct all work zone signs, sign supports, and barricades from material other than wood unless approved.

Metal posts, if used, are to be galvanized.

Aluminum signs, if used, will meet the following minimum thickness requirements:

Square Feet	Minimum Thickness
Less than 7.5	0.080 inches
7.5 to 15	0.100 inches
Greater than 15	0.125 inches

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After completion of the project when removing the barricades and signs, fill in any holes left by the barricades of sign supports and restore the area in which the signs were removed to its original condition.

Work zone enhancements to improve the effectiveness of the Traffic Control Plan that could not be foreseen in the project planning and design stage will be paid for in accordance with Article 9.7, "Payment for Extra Work and Force Account Method". These enhancements will be mutually agreed and 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.

Remove all traffic control devices from the roadway, off the right of way, when they are not in use. Devices scheduled to be used within 3 days may be placed 30 feet from the edge of road when not in use, or stored in other approved areas on the project.

Provide shadow vehicles with Certified Truck Mounted Attenuators (TMA) for lane closures during construction.

The use of an orange reflectorized safety vest and a white safety hat will be required by persons performing flagging operations and each person will be certified and properly instructed in flagging procedures.

Maintain all barricades and warning signs, including all temporary and portable traffic control devices necessary during the various phases of construction, in accordance with the BC and TCP standards on the plans, the latest version of the Texas Manual on Uniform Traffic Control Devices, and as directed.

Provide and maintain flaggers at such points and for such periods of time as may be required to provide for the safety and convenience of public travel and Contractor's personnel, and as shown on the plans or as directed.

Provide Type "C" flashing arrow panel to be used in connection with the lane closure signing. Furnishing, maintaining, and operating these devices in a manner acceptable to the Engineer will be at the Contractor's expense.

Limit lane closures to one mile.

Item 503: Portable Changeable Message Sign

Portable changeable message signs (PCMS) will be required while work is taking place.

Message on the sign will be as specified on BC(6)-21, Provide screen type "Continuous Line Matrix".

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When possible, PCMS units should be located in advance of the last available alternate route before lane closure. They may also be relocated to improve advance warning in case of unanticipated queuing or congestion.

Messages to be provided are: PHASE 1: EXIT 815 CLOSED

PHASE 2: USE EXIT 817

Engineer may change message at his discretion.

Item 504: Field Office and Laboratory

Provide Type B Structure Laboratory Field Office for Asphalt Testing.

Furnish and install adequate equipment, outlets, lighting, air-conditioning, heating, and ventilation. Provide partitioned restroom furnished with restroom supplies, a lavatory, and a flush toilet connected to a sewer or septic tank.

Additional required appurtenances:

1. Additional workbench and tables at least 3 ft. wide, 6 ft. long, and 3 ft. high.
2. Minimum two chairs and one desk, filing cabinets, solar screen blinds or shades.
3. An operational telephone system.
4. Water fountain or bottled water fountain able to provide cold water and have cup dispenser and cups.
5. Use an internet service provider (ISP) that can provide more than one computer access to ISP account at one time. ISP provider must be able to supply a minimum 100 gigabyte download speed per account.
6. Adequately power ventilate the room for the ignition oven. Provide a NEMA 6-50R (208/240 volt, 50 amp) outlet within 2.25 ft. of the ignition oven location and an independent exhaust outlet to the outside.
7. located a maximum of 8 ft. from the oven. Provide a level, sturdy and fireproof surface for the ignition oven with a minimum of 6 in. clearance between the furnace and other vertical surfaces.
8. Door openings must be 48-inches minimum width. If steps are required to gain access to the facility's 48-inch doors provide a landing dock with minimum dimension of 60 inches wide by 60 inches deep. The strong floor and landing of the facility will support the weight of all equipment and personnel providing a stable, essentially zero deflection during testing operations, acceptable to the Engineer.
9. Shared SuperPave Gyrotory Compactor will be furnished to the Engineer under the asphalt concrete pavement.

County: Chambers
Highway: IH-10 WB FR

CONTROL: 6470-68-001

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

In addition to the shadow vehicles with TMA that are specified as being required on the traffic control plan for this project, provide one additional shadow vehicles with TMA for paving operations and one for striping operations.

The Contractor will use the same additional TMA for both of these operations.

Item 506: Temporary Erosion, Sedimentation, and Environmental Controls

It is not anticipated that any erosion, sedimentation, or environmental control devices will be need on this project. The SW3P for this project will consist of the use of any temporary erosion control measures deemed necessary or as shown on these plans. This work will be paid for in accordance with Article 9.7., "Payment for Extra Work and Force Account Method."

Item 585: Ride Quality for Pavement Surfaces

Use Surface Test Type B – Schedule 3 to evaluate ride quality of "Ride Quality for Pavement Surfaces."

Item 662: Work Zone Pavement Markers

Place work zone short term pavement markings (tabs) as directed on the same day as mill and inlay operation. Final day of Mill and Inlay operations shall be non-removable striping.

Item 666: Reflectorized Pavement Markings

Furnish Type II drop-on glass beads.

CONTROL : 6470-68-001
PROJECT : RMC - 647068001
HIGHWAY : IH0010
COUNTY : CHAMBERS

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 134 BACKFILLING PAVEMENT EDGES <162><166><168><300><314>
ITEM 164 SEEDING FOR EROSION CONTROL <162><166><168>
ITEM 168 VEGETATIVE WATERING
ITEM 341 DENSE-GRADED HOT-MIX ASPHALT <300><301><320><520><585>
ITEM 344 SUPERPAVE MIXTURES <300><301><320><504><520><585>
ITEM 351 FLEXIBLE PAVEMENT STRUCTURE REPAIR <132><204><247><260>
<275><276><292><310><316><330><334><341>
ITEM 354 PLANING AND TEXTURING PAVEMENT
ITEM 360 CONCRETE PAVEMENT <300><421><422><438><440><529><585>
ITEM 432 RIPRAP <247><420><421><431><440>
ITEM 464 REINFORCED CONCRETE PIPE <400><402><403><467><476>
ITEM 467 SAFETY END TREATMENT <400><420><421><432><440><442><445>
<460><464>
ITEM 496 REMOVING STRUCTURES
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 530 INTERSECTIONS, DRIVEWAYS, AND TURNOUTS <247><260><275>
<276><292><316><330><334><341><360><421><440>
ITEM 644 SMALL ROADSIDE SIGN ASSEMBLIES <421><440><441><442><445>
<636><656>
ITEM 662 WORK ZONE PAVEMENT MARKINGS <666><668><672><677>
ITEM 666 RETROREFLECTORIZED PAVEMENT MARKINGS <316><502><662><667>
<677><678>
ITEM 668 PREFABRICATED PAVEMENT MARKINGS AND RUMBLE STRIPS <678>
ITEM 672 RAISED PAVEMENT MARKERS <677><678>

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

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

SPECIAL SPECIFICATIONS:

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

Special Provision 000

Important Notice to Contractors



1. GENERAL

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

2. 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.

3. CONTRACTOR EVALUATIONS

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

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

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

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

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

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

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

4. DIVISION OVERSIGHT

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

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

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

5. PERFORMANCE REVIEW COMMITTEE

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

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

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

6. APPEALS PROCESS

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

Special Provision 000

Certificate of Interested Parties (Form 1295)



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

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

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

Special Provision 000

Important Notice to Contractors



Table 1
Daily Contract Administration Liquidated Damages

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

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

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