

Control	6464-16-001
Project	RMC - 646416001
Highway	FM2509
County	KARNES

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 SEAL COAT

KARNES 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 14 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:

THIRTY-TWO THOUSAND (Dollars) (\$32,000)

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
					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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ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	316	7007	001	ASPH (AC-20-5TR) DOLLARS and CENTS	GAL	101,588.000	1
	316	7074	001	ASPH (AC-15P OR AC-20-5TR) DOLLARS and CENTS	GAL	75,917.000	2
	316	7209	001	AGGR (TY-PB, GR-3 OR 3S)(SAC-B) DOLLARS and CENTS	CY	5,505.000	3
	500	7001		MOBILIZATION DOLLARS and CENTS	LS	.010	4
	502	7001		BARRICADES, SIGNS AND TRAFFIC HAN- DLING DOLLARS and CENTS	MO	1.000	5
	503	7001		PORTABLE CHANGEABLE MESSAGE SIGN DOLLARS and CENTS	DAY	28.000	6
	505	7001		TMA (STATIONARY) DOLLARS and CENTS	DAY	14.000	7
	505	7003		TMA (MOBILE OPERATION) DOLLARS and CENTS	DAY	14.000	8
	506	7045		BIODEG EROSN CONT LOGS (INSTL) (18") DOLLARS and CENTS	LF	112.000	9
	506	7046		BIODEG EROSN CONT LOGS (REMOVE) DOLLARS and CENTS	LF	112.000	10
	662	7112		WK ZN PAV MRK SHT TERM (TAB)TY W DOLLARS and CENTS	EA	30.000	11

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	662	7114		WK ZN PAV MRK SHT TERM (TAB)TY Y-2 DOLLARS and CENTS	EA	4,045.000	12
	666	7024		REFL PAV MRK TY I (W)8"(SLD)(100MIL) DOLLARS and CENTS	LF	290.000	13
	666	7411		REFL PAV MRK TY I (W)6"(SLD)(100MIL) DOLLARS and CENTS	LF	320,162.000	14
	666	7420		REFL PAV MRK TY I (Y)6"(BRK)(100MIL) DOLLARS and CENTS	LF	33,474.000	15
	666	7423		REFL PAV MRK TY I (Y)6"(SLD)(100MIL) DOLLARS and CENTS	LF	90,629.000	16
	668	7001		PRFB RUMBLE STRIP (BLK)(4)(TRANS- VERSE) DOLLARS and CENTS	LF	160.000	17
	668	7089		PREFAB PM TY C (W)(24")(SLD) DOLLARS and CENTS	LF	139.000	18
	668	7091		PREFAB PM TY C (W)(ARROW) DOLLARS and CENTS	EA	2.000	19
	668	7103		PREFAB PM TY C (W)(WORD) DOLLARS and CENTS	EA	2.000	20
	668	7108		PREFAB PM TY C (W)(RR XING) DOLLARS and CENTS	EA	4.000	21
	668	7111		PREFAB PM TY C (W)(36")(YLD TRI) DOLLARS and CENTS	EA	11.000	22
	672	7002		REFL PAV MRKR TY I-C DOLLARS and CENTS	EA	16.000	23

PROJECT RMC - 646416001
 COUNTY KARNES

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.				
	672	7004		REFL PAV MRKR TY II-A-A DOLLARS and CENTS	EA	2,807.000	24
	677	7030		ELIM EXT PM & MRKS (RUMBLE STRIP) DOLLARS and CENTS	LF	160.000	25

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

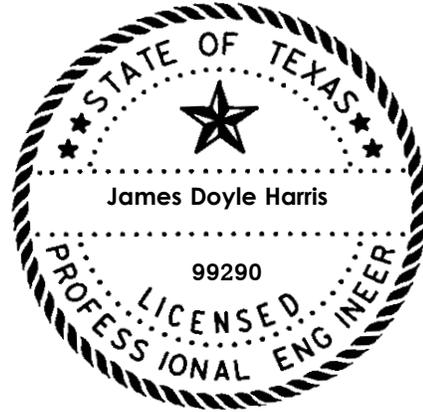
- B. If this proposal is the low bid, the bidder agrees to provide the following information prior to award of the contract.

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 6464-16-001
Project RMC - 646416001
Highway FM2509
County KARNES

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
James Doyle Harris, P.E.
AUGUST 27, 2024

Project Number: RMC 646416001

County: Karnes, etc.

Control: 6464-16-001

Highway: FM2509, etc.

GENERAL NOTES:

This contract shall commence upon the issuance of a work order by the Director of Operations or his representative and shall continue for **14 working days**. This project consists of Item 316 “Seal Coat” work defined with the 2014 Texas Standard Specifications, General Notes and Plans.

The latest roadway start work date for this contract shall be **May 12th, 2025**.

The Contractor is to visit the site(s), and make his/her own examination of the site(s) where work is to be performed. The Contractor shall carefully examine these specifications and secure from the State any additional information that may be essential for a clear and full understanding of the work.

All work will be scheduled and directed by the following named Area Engineer:

Nick Novosad, P.E. Karnes Area Engineer Nick.Novosad@txdot.gov

The Contractor shall contact the following named Maintenance Supervisors, Monday-Thursday between the hours of 8 a.m. and 5 p.m., to coordinate material stockpile locations and to provide notice of when work is to begin in their area:

Karnes County:	Kevin Butler	Kevin.Butler@txdot.gov
Goliad County:	Ernest Perry	Ernest.Perry@txdot.gov
Bee County:	Kevin Butler	Kevin.Butler@txdot.gov
Live Oak County:	Ricardo Martinez	Ricardo.Martinez@txdot.gov
Jim Wells County:	Cal Mora	Cal.Mora@txdot.gov
Kleberg County:	Alfredo Gaona	Alfredo.Gaona@txdot.gov
Aransas County:	Wayne Scott	Wayne.Scott@txdot.gov
Refugio County:	Richard Tuttle	Richard.Tuttle@txdot.gov
San Patricio County:	Jeremiah Boehme	Jeremiah.Boehme@txdot.gov
E. Nueces County:	David Franco	David.Franco@txdot.gov
W. Nueces County:	George Cavazos	George.Cavazos@txdot.gov

In the event of a called evacuation, emergencies, impending adverse weather or as directed, do not perform any work without written authorization. The District reserves the right to suspend all work in support of evacuations or emergencies occurring from other parts of the state. Any work performed, other than work directed by the Department, is unauthorized work in accordance with Item 5.

Asphalt application season will be considered to be **May 1 to Sept 30**, except as established in Item 316.4.4 Adverse Weather Conditions or as directed by the Engineer.

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Promptly pick up and properly dispose of paper and other materials used for pavement joints.

All pavement markings shall be in accordance with the latest edition of Texas MUTCD.

ITEM 2 Instructions to Bidders

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

Nick Novosad, P.E.

Nick.Novosad@txdot.gov

Roberto A. Jimenez, P.E.

Roberto.A.Jimenez@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.

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

View plans on-line or download from the web at

<http://www.dot.state.tx.us/business/plansonline/plansonline.htm>.

ITEM 5 Control of the Work

Field verify all dimensions and notify Engineer prior to initiating any work.

Verify the locations of utilities, underground or overhead, shown within the limits of the right-of-way. Adhere to OSHA Standards when working within the vicinity of overhead power lines. Coordinate with the utility companies and notify the Engineer of any possible conflicts.

The 811 call services for a utility location does not include TxDOT facilities. Provide notification to the District Traffic Signal Shop by email at CRP_Utility_Locate@txdot.gov or call **361-739-6044** when planning, drilling, or excavating in areas where existing TxDOT underground utilities exist. Visual evidence of TxDOT underground utilities in the area include

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illumination poles, ground boxes, flashing beacons, traffic signals, etc. This notification must be provided 48 hours in advance of performing the work, but no earlier than 72 business hours before the work will commence. Drilled shaft locations or excavation areas must be staked prior to the notification so that the underground utilities can be located in relationship to the proposed work.

Notify the Engineer immediately of utility conflicts in accordance with Item 5.6. Refer to Item 4.5 for consideration of differing site conditions.

The responsibility for the construction surveying on this contract will be in accordance with Item 5.9.3, "Method C."

Establish and mark the placement limits for asphalt and aggregate loads. The placement limits will be agreed upon by the Engineer. The Contractor's measuring equipment shall be in working condition and calibrated to within the manufacturer's specification.

ITEM 6: Control of Materials

For Department-furnished material, contact the Engineer or his designated representative to request material a minimum of one workday prior to pick up. Load material with contract personnel. Materials are to be stored in a safe location outside TXDOT property or right-of-way, unless otherwise approved. Use material furnished by the Department only on the project(s) intended. Return any unused material as soon as possible.

ITEM 7 Legal Relationships and Responsibilities

When working at street, farm-to-market, state highway, and county road intersections, schedule work to minimize intersection closures. During nonworking hours, all public road intersections will be open to the traveling public.

The total disturbed area for this project is 0.0 acres. The disturbed area in this project, all project locations in the Contract, and Contractor project specific locations (PSLs), within 1 mile of the project limits, for the Contract will further establish the authorization requirements for storm water discharges. The Department will obtain an authorization to discharge storm water from the Texas Commission on Environmental Quality (TCEQ) for the construction activities shown on the plans. The Contractor is to obtain any required authorization from the TCEQ for any Contractor PSLs for construction support activities on or off ROW. When the total area disturbed for all projects in the Contract and PSLs within 1 mile of the project limits exceeds 5 acres, provide a copy of the Contractor NOI for PSLs on the ROW to the Engineer.

Comply with the Texas Aggregate Quarry and Pit Safety Act for waste areas or material source areas resulting from this project.

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No significant traffic generator events identified.

Law enforcement will be required on roadways deemed necessary 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. No payment will be made for law enforcement personnel needed for moving equipment or payment for drive time to/from the event site.

A maximum combined rate of **\$70 per hour** for the law enforcement personnel and the patrol vehicle will be allowed. Any scheduling fee is subsidiary per Standard Specification 502.4.2.

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

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

ITEM 8 Prosecution and Progress

Prepare the progress schedule using a bar chart. Submit (2) two 11" x 17" hard copies and an electronic file of the original or updated progress schedule. Submit the original progress schedule seven (7) days before the Preconstruction Conference.

Working days will be computed and charged in accordance with Article 8.3.1.4, "Standard Workweek."

Notify the Engineer at least 48 hours in advance of weekend work, if allowed by the Engineer.

Nighttime work will not be allowed.

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ITEM 9 Measurement and Payment

Monthly progress payments will be made for items of work completed through the end of the month. Any work completed after the end of the month will be included for payment in the subsequent monthly progress estimate.

Submit signed request for compensation of material-on-hand (MOH), including any requests from subcontractors, suppliers, or fabricators for MOH, at least two (2) working days prior to the end of the month on the Departments approved forms.

ITEM 302 Aggregates for Surface Treatments

Provide aggregates with a minimum surface aggregate classification (SAC) of "B." The SAC for sources on the Department's Aggregate Quality Monitoring Program (AQMP) is listed in the Department's Bituminous Rated Source Quality Catalogue (BRSQC). SAC requirements apply to aggregates used on all final roadway surfaces, including shoulders.

ITEM 316 Surface Treatments

TIER II roadways shall consist of ASPH (AC-15P) or ASPH (AC-20-5TR) under ITEM 316 7074 ASPH (AC-15P OR AC-20-5TR).

Do not place surface treatment on exposed concrete structures unless directed.

Furnish a distributor equipped with a hand hose in working condition.

Material rates shown are for estimating purposes only. Adjust actual rates based on the material used, the existing condition and type of roadway surface, and as approved.

Stockpiling of aggregates may begin after the execution of the Authorization to Begin Work or issuance of the work order. The Contractor shall contact the **Karnes City Area Office** to coordinate stockpile locations.

Remove vegetation and blade pavement edges prior to surfacing operations. The work performed will not be measured or paid for directly, but will be subsidiary to pertinent Items.

Broom and clean sealed sections of roadway and all adjacent paved surfaces, including the gutter line, of any surplus aggregate before opening to traffic or as directed.

Contractor shall prevent aggregate and asphalt from entering inlets as per standard **EC(9)-16**.

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ITEM 500 Mobilization

"Material on Hand" payments are not considered when determining partial payments.

ITEM 502 Barricades, Signs, and Traffic Handling

Furnish additional barricades, signs, and traffic handling as directed.

Traffic control for daytime lane closures shall be in accordance with applicable standards.

When advanced warning flashing arrow panels are specified, furnish one (1) standby unit in good condition at the job site for immediate use.

Lane closures, if needed, shall be limited to daylight hours (sunrise to sunset). All equipment and traffic control devices must be off of the road by sunset. At least one lane will remain open at all times. No lane closures will be allowed on weekends or holidays unless directed by the Engineer.

Attach stop/slow paddle to a staff with a minimum length of 6 feet to the bottom of the sign.

The use of a pilot vehicle in conjunction with flaggers will be permitted. If used, provide positive and unrestricted communication between the driver of the pilot vehicle and the flaggers.

All signs shall be erected in a manner that they shall not obstruct the traveling public's view of the normal roadway signing. Signs, stands and safety flags shall not be furnished by TxDOT.

The Contractor Force Account "Safety Contingency" that has been established for this project is intended to be utilized for work zone enhancements, to improve the effectiveness of the Traffic Control Plan, 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.

All items marked as optional on all traffic control standards shall be required unless otherwise approved by an Engineer.

Trail vehicle shall be required on all mobile traffic control operations.

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ITEM 503 Portable Changeable Message Signs

Furnish the portable changeable message signs displaying the correct message at least seven (7) days prior to beginning work or as directed by the engineer.

PCMS will be required prior to begin work on major corridors, roadways adjacent to major corridors or other roadways with traffic safety concerns as directed by the engineer.

The Contractor's Responsible Person (CRP) will maintain full control of messages at all times.

The Engineer will provide the sign message text to use at each sign.

A minimum of 2 PCMS will be required. However, additional units may be necessary depending on the work in progress.

Standby time will not be measured or paid for directly, but will be subsidiary to pertinent Items.

Portable changeable message signs may be moved and message changed at any time as deemed necessary by the Engineer.

ITEM 505 Truck Mounted Attenuators (TMAs)

A minimum of 2 TMAS will be required. However, additional units may be necessary depending on the work in progress

Provide manufacturer's curb weight or certified scales weight ticket to the Engineer for approval.

ITEM 506 Temporary Erosion, Sedimentation, and Environmental Controls

Designate in writing a Contractor Responsible Person (CRP) for implementing, maintaining, and reviewing environmental requirements.

ITEM 662 Work Zone Pavement Markings

Use temporary flexible-reflective roadway marker tabs at the beginning and end of no passing zones as shown on the **TCP (SC 1-7)-22** for seal coats.

Temporary tabs must be maintained by the Contractor until permanent pavement markings are placed.

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ITEM 666 & 668 Reflectorized & Prefabricated Pavement Markings

Place pavement markings in accordance with **Item 666 “Retroreflectorized Pavement Markings”**.

Establish and mark the location of existing standard pavement markings including but not limited to edge lines, transitions, passing and no passing zones, gore areas, etc. This work will be subsidiary to this Item.

Place pavement markings no later than 14 calendar days after the placement of the surface. When inclement weather prohibits placement of the markings, the 14-day period may be extended until weather permits proper application.

ITEM 672 Raised Pavement Markings

All existing raised pavement markers shall be removed from the work area prior to the placement of seal coat following traffic control plan shown on **TCP (3-3)-14**. The Contractor, at his expense, shall perform the removal of existing markers.

The proposed raised pavement markers shall be placed following traffic control plan shown on **TCP (3-3)-14**.

ITEM 677

Eliminate all conflicting pavement markings as work progresses or as directed.

Removal method must be approved by the Engineer.

No Surface Treatment Method on concrete surfaces.

Remove profile striping by mechanical method approved by the Engineer

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SPECIFICATION DATA

SURFACE TREATMENT DATA

TIER II Roadways

ASPHALT TYPE (TIER II)-----AC-15P
AVERAGE ASPHALT RATE (GAL/SY)-----0.37
AGGREGATE TYPE-----PE
AGGREGATE GRADE-----3 or 3S SAC B
AVERAGE AGGREGATE RATE (CY/SY)-----1/95

OR

ASPHALT TYPE (TIER I)-----AC-20-5TR
AVERAGE ASPHALT RATE (GAL/SY)-----0.32
AGGREGATE TYPE-----PE
AGGREGATE GRADE-----3 or 3S SAC B
AVERAGE AGGREGATE RATE (CY/SY)-----1/95

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HIGHWAY : FM2509
COUNTY : KARNES

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 316 SEAL COAT <210><300><302><341><520>
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 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>
ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS <300>
<302><315><316>

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

SPECIAL PROVISION "NONDISCRIMINATION" (000---001)
SPECIAL PROVISION "NOTICE OF CONTRACTOR PERFORMANCE EVALUATIONS"
(000---016)
SPECIAL PROVISION "CERTIFICATE OF INTERESTED PARTIES (FORM 1295)"
(000---017)
SPECIAL PROVISION "IMPORTANT NOTICE TO CONTRACTORS" (000---018)
SPECIAL PROVISION TO ITEM 316 (316---001)

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.

Special Provision to Item 316

Seal Coat



Item 316, "Seal Coat" of the Standard Specifications is amended with respect to the clauses cited below. No other clauses or requirements of this Item are waived or changed.

Article 316.1., "Description" is supplemented by the following.

Applies to districtwide seal coat only.

Section 316.5.1.4., "Aggregate" is supplemented by the following.

5.2. **Aggregate.** When shown on the plans, aggregate will be measured by the ton as delivered to the approved roadway stockpile. Measure the weight on scales in accordance with Item 520, "Weighing and Measuring Equipment." Material remaining on any individual project (stockpile) will be measured and deducted from the delivered quantity or used as directed by the Engineer.

Any aggregate left over at the end of the project will be measured and deducted from the estimate or may be purchased by the Department at the supplier's or producer's invoice price without any markups. The Department will purchase any remaining aggregate when adjustments occur due to estimated rates and square yards or unforeseen plan errors, after the aggregate has been delivered to the project.

Collect haul tickets from each load of aggregate delivered to the project and provide the Department's copy to the Engineer approximately every day, or as directed.

The Department will determine any conversions between stockpile cubic yards and tons in accordance with Tex-404-A.

Section 4.15., "Certification" is added.

4.15. **Certification.** Certifications are required for both Department and Contractor personnel on this districtwide seal coat project. The Department will identify any inspectors and seal coat specialists with seal coat certifications at the preconstruction meeting and any time new personnel with certifications will be used on the project. This special provision certification is only applicable for districtwide seal coats with Item 316 as the principal item of work.

Certification Levels.

- Level 1 Seal Coat Inspector, department only.
- Level 2 Seal Coat Specialist, department, and contractor

A department Inspector with a Level 1 Seal Coat certification should be on the job site or available by phone. Absence of certified Level 1 Seal Coat Inspector will not cease production.

A Contractor superintendent, Foreman or Project Manager with a Level 2 Seal Coat certification must be on the job site or available by phone, unless otherwise approved by the Engineer, any time seal coat work is being performed.