

Control	6470-93-001
Project	BPM - 647093001
Highway	US0377
County	KIMBLE

## ADDENDUM ACKNOWLEDGMENT

**Each bidder is required to acknowledge receipt of an addendum issued for a specific project. This page is provided for the purpose of acknowledging an addendum.**

FAILURE TO ACKNOWLEDGE RECEIPT OF AN ADDENDUM WILL RESULT IN THE BID NOT BEING READ.

In order to properly acknowledge an addendum place a mark in the box next to the respective addendum.

- ADDENDUM NO. 1
- ADDENDUM NO. 2
- ADDENDUM NO. 3
- ADDENDUM NO. 4
- ADDENDUM NO. 5

In addition, the bidder by affixing their signature to the signature page of the proposal is acknowledging that they have taken the addendum(s) into consideration when preparing their bid and that the information contained in the addendum will be included in the contract, if awarded by the Commission or other designees.

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Control	6470-93-001
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# PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

## 2024 SPECIFICATIONS

### WORK CONSISTING OF BRIDGE PREVENTATIVE MAINTENANCE KIMBLE 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 180 calendar days and will be accepted when fully completed and finished to the satisfaction of the Executive Director or designee.

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

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

## **NOTICE TO CONTRACTORS**

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

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

# TEXAS DEPARTMENT OF TRANSPORTATION

## BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

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

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

a corporation or firm duly authorized to transact surety business in the State of Texas, hereinafter called the Surety, are held and firmly bound unto the Texas Department of Transportation, hereinafter called the Oblige, in the sum of not less than two percent (2%) of the department's engineer's estimate, rounded to the nearest one thousand dollars, not to exceed one hundred thousand dollars (\$100,000) as a proposal guaranty (amount displayed on the cover of the proposal), the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for the following project identified as:

<b>Control</b>	<b>6470-93-001</b>
<b>Project</b>	<b>BPM - 647093001</b>
<b>Highway</b>	<b>US0377</b>
<b>County</b>	<b>KIMBLE</b>

NOW, THEREFORE, if the Oblige shall award the Contract to the Principal and the Principal shall enter into the Contract in writing with the Oblige in accordance with the terms of such bid, then this bond shall be null and void. If in the event of failure of the Principal to execute such Contract in accordance with the terms of such bid, this bond shall become the property of the Oblige, without recourse of the Principal and/or Surety, not as a penalty but as liquidated damages.

Signed this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

By: \_\_\_\_\_  
(Contractor/Principal Name)

\_\_\_\_\_  
(Signature and Title of Authorized Signatory for Contractor/Principal)

\*By: \_\_\_\_\_  
(Surety Name)

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

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

Impressed  
Surety Seal  
Only

**This form may be removed from the proposal.**

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# BIDDER'S CHECK RETURN

## IMPORTANT

The space provided for the return address must be completed to facilitate the return of your bidder's check. Care must be taken to provide a legible, accurate, and complete return address, including zip code. A copy of this sheet should be used for each different return address.

## NOTE

Successful bidders will receive their guaranty checks with the executed contract.

RETURN BIDDERS CHECK TO (PLEASE PRINT):


<b>Control</b>	<b>6470-93-001</b>
<b>Project</b>	<b>BPM - 647093001</b>
<b>Highway</b>	<b>US0377</b>
<b>County</b>	<b>KIMBLE</b>

## IMPORTANT

### PLEASE RETURN THIS SHEET IN ITS ENTIRETY

Please acknowledge receipt of this check(s) at your earliest convenience by signing below in longhand, in ink, and returning this acknowledgement in the enclosed self addressed envelope.

Check Received By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

For (Contractor's Name): \_\_\_\_\_

Project \_\_\_\_\_ County \_\_\_\_\_

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## NOTICE TO THE BIDDER

In the space provided below, please enter your total bid amount for this project. Only this figure will be read publicly by the Department at the public bid opening.

It is understood and agreed by the bidder in signing this proposal that the total bid amount entered below is not binding on either the bidder or the Department. It is further agreed that **the official total bid amount for this proposal will be determined by multiplying the unit bid prices for each pay item by the respective estimated quantities shown in this proposal and then totaling all of the extended amounts.**

\$ \_\_\_\_\_

**Total Bid Amount**

Control 0001-03-030  
 Project STP 2000(938)HES  
 Highway SH 20  
 County EL PASO

ALT	ITEM	DESC	SP	Bid Item Description	Unit	Quantity	Bid Price	Amount	Seq
	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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PROJECT BPM - 647093001  
 COUNTY KIMBLE

Proposal Sheet  
 TxDOT  
 FORM 234-B I-61-5M

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	104	7006		REMOV CONC (RIPRAP)  DOLLARS and CENTS	SY	267.000	1
	104	7047		REMOV CONC (MISC)  DOLLARS and CENTS	CY	125.000	2
	401	7001		FLOWABLE BACKFILL  DOLLARS and CENTS	CY	73.000	3
	429	7005		CONC STR REPAIR(DECK REP (FULL DEPTH))  DOLLARS and CENTS	SF	10.000	4
	429	7007		CONC STR REPAIR (VERTICAL & OVER- HEAD)  DOLLARS and CENTS	SF	1,550.000	5
	429	7009		CONC STR REPAIR (STANDARD)  DOLLARS and CENTS	SF	50.000	6
	432	7043		RIPRAP (STONE PROTECTION)(18 IN)  DOLLARS and CENTS	CY	362.000	7
	432	7045		RIPRAP (STONE PROTECTION)(24 IN)  DOLLARS and CENTS	CY	450.000	8
	480	7001		CLEAN EXIST CULVERTS  DOLLARS and CENTS	EA	1.000	9
	500	7001		MOBILIZATION  DOLLARS and CENTS	LS	1.000	10
	502	7001		BARRICADES, SIGNS AND TRAFFIC HAN- DLING  DOLLARS and CENTS	MO	6.000	11

PROJECT BPM - 647093001  
 COUNTY KIMBLE

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.				
	503	7001		PORTABLE CHANGEABLE MESSAGE SIGN DOLLARS and CENTS	DAY	60.000	12
	505	7001		TMA (STATIONARY) DOLLARS and CENTS	DAY	60.000	13
	778	7001		CONCRETE RAIL REPAIR (IN-KIND) DOLLARS and CENTS	LF	22.000	14
	788	7002		CONCRETE BEAM REPAIR (CFRP) DOLLARS and CENTS	EA	3.000	15
	7020	7003		GEN DEBRIS REMOVE FROM UNDER BRIDGES DOLLARS and CENTS	CY	40.000	16

# **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

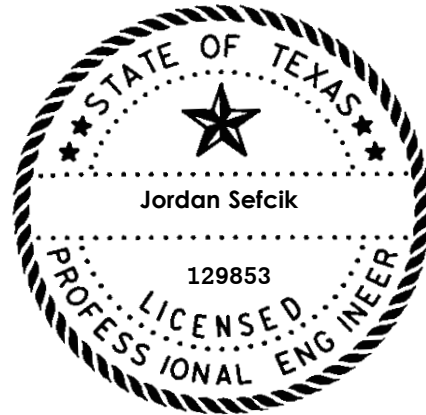
- B. If this proposal is the low bid, the bidder agrees to provide the following information prior to award of the contract.

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 6470-93-001  
Project BPM - 647093001  
Highway US0377  
County KIMBLE

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  
*Jordan Sefcik, P.E.*  
AUGUST 28, 2024



### GENERAL NOTES

Work consists of Bridge Preventative Maintenance repairs including but not limited to concrete structure repairs, concrete bridge beam repairs, and scour repairs and countermeasure installation.

The following Standard Sheets have been modified: None

Locate the project bulletin board at an approved location within the project limits such as at a field office, staging area, or stockpile, and make accessible to the public at all times. Do not remove the bulletin board from the project until approved. If a construction site notice is required for the project, post a copy at each geographically separated work location.

In those instances where fixed features require, vary the governing slopes indicated in these plans from within the limits to the extent determined.

If Contractor elects to establish a pit within 200 ft. of a public road, construct a barrier or other device in accordance with Natural Resources Code, Chapter 133, and Section 133.041.

Do not use salt water with solids in excess of 10,000 parts per million, as determined by evaporation.

Contractor questions concerning the work on this project are to be directed to and addressed by the following individuals through email, phone, and in person:

Junction Area Engineer Jesus Garcia, P.E.; email [Jesus.Garcia9@txdot.gov](mailto:Jesus.Garcia9@txdot.gov) and Assistant Area Engineer Randy Baiza, P.E.; email [Randy.Baiza@txdot.gov](mailto:Randy.Baiza@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>

Questions concerning the letting process may be directed to and addressed by the San Angelo Maintenance Office:

Director of Maintenance Jordan Sefcik, P.E.; email [Jordan.Sefcik@txdot.gov](mailto:Jordan.Sefcik@txdot.gov).

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.

A meeting shall be conducted before work begins. The Contractor and the Superintendent(s) responsible for the supervision of the work shall attend. The Contractor shall discuss proposed work methods, work schedules, and any other information which may affect the work.

#### Item 5, "Control of the Work"

State Highway right of way markers destroyed by the Contractor shall be replaced by a Texas Registered Professional Land Surveyor (RPLS) at no cost to the State. Provide written documentation from the RPLS attesting to the replacement of the right of way markers.

Make suitable advance notification to affected non-participating municipalities regarding Class B underground facilities. Contact the Department's San Angelo District Traffic Office at telephone number (325) 947-9208 to have the Department's existing traffic signal and illumination utilities located, and call the Department's San Angelo District Maintenance Office at telephone number (325) 947-9322 to have the Department's existing irrigation utilities located.

Responsibility for construction surveying shall conform to Section 5.9.3., "Method C."

#### Item 6, "Control of Materials"

When allowed, store materials and equipment in approved areas within the right of way.

Access the work area from the right of way.

To comply with the latest provisions of Build America, Buy America Act (BABA Act) of the Bipartisan Infrastructure Law, the contractor must submit an original of the TxDOT Construction Material Buy America Certification Form for all items classified as construction materials. This form is not required for materials classified as a manufactured product.

Refer to the Buy America Material Classification Sheet for clarification on material categorization.

The Buy America Material Classification Sheet is located at the below link.

<https://www.txdot.gov/business/resources/materials/buy-america-material-classification-sheet.html> for clarification on material categorization.

#### Item 7, "Legal Relations and Responsibilities"

No significant traffic generator events have been identified.

**Item 8, “Prosecution and Progress”**

Submit the sequence of work and estimated progress schedule on paper or as a Portable Document Format (PDF) electronic file compatible with Adobe Systems Incorporated “Acrobat Reader XI”.

Charges for working days shall conform to Section 8.3.1.5., “Calendar Day”.

Work shall be completed by August 31<sup>st</sup> 2025, the end of Fiscal Year 2025.

**Item 9, “Measurement and Payment”**

The progress payment period shall end two working days before the last working day of the month. Deliver invoices to be paid as material on hand on or before the end of the progress payment period.

For projects that include a disadvantaged business enterprises (DBE) goal, provide a conversion rate for units of payment for work subcontracted to DBE if units of payments differ from those shown on the plans.

**Item 429, “Concrete Structure Repair”**

Maintain a complete paper copy of the TxDOT Concrete Repair Manual at each active location which requires work performed under this Item. This document is available as a free download from: <http://onlinemanuals.txdot.gov/txdotmanuals/crm/crm.pdf>.

Obtain approval of both damaged concrete removal and concrete surface preparation before placing repair materials.

**Item 432, “Riprap”**

Furnish and install 1/2-in. thick joint filler board conforming to DMS-6310, “Joint Sealants and Fillers” between concrete riprap and adjacent existing concrete, and where directed.

**Item 502, “Barricades, Signs and Traffic Handling”**

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.

CONTROL : 6470-93-001  
PROJECT : BPM - 647093001  
HIGHWAY : US0377  
COUNTY : KIMBLE

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 401 FLOWABLE BACKFILL <421>  
ITEM 429 CONCRETE STRUCTURE REPAIR <421><431><440><780>  
ITEM 432 RIPRAP <247><420><421><431><440>  
ITEM 480 CLEANING EXISTING CULVERTS  
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 778 CONCRETE RAIL REPAIR <427><429><450><776>  
ITEM 788 CONCRETE BEAM REPAIR <424><429><441><780><786>

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 8 (008---001)

SPECIAL SPECIFICATIONS:  
-----

ITEM 7020 DEBRIS REMOVAL AND DISPOSAL

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

## **CHILD SUPPORT STATEMENT**

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

## CONFLICT OF INTEREST CERTIFICATION

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

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

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

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

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

## E-VERIFY CERTIFICATION

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

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

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

## Certification Regarding Disclosure of Public Information

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

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

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

By entering into Contract, the Contractor agrees to:

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

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

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



## CERTIFICATION TO NOT BOYCOTT ISRAEL

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

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

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

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

## CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

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

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

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

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

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

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

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

This provision applies to a contract that:

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

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

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

# Special Provision to Item 000

## Nondiscrimination



### 1. DESCRIPTION

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

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

### 2. DEFINITION OF TERMS

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

### 3. NONDISCRIMINATION PROVISIONS

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

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

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

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

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# Special Provision 000

## Important Notice to Contractors

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### 1. GENERAL

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

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### 2. DEFINITIONS

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

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

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

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### 3. CONTRACTOR EVALUATIONS

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

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

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

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

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

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

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

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**4. DIVISION OVERSIGHT**

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

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

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

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**5. PERFORMANCE REVIEW COMMITTEE**

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

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

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

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**6. APPEALS PROCESS**

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

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## Special Provision 000

### Certificate of Interested Parties (Form 1295)

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

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

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



# Special Provision 000

## Important Notice to Contractors



**Table 1**  
**Daily Contract Administration Liquidated Damages**

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

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

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## Special Provision to Item 8

### Prosecution and Progress

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Item 8, "Prosecution and Progress," 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 8.6., "Failure to Complete Work on Time,"** is supplemented by the following.

- 6.1. **Lane Closure Assessment Fees.** Monetary assessment, as shown on the plans, will be made against the Contractor for any lane closure or obstruction that overlaps into the peak-hour traffic for each time increment shown on the plans or portion thereof, per lane, regardless of the length of lane closure or obstruction.
- 6.1.1. **Definition of Terms.** For this Contract, the following definitions apply.
  - 6.1.1.1. **Time Increment.** Any continuous defined increment of time or portion thereof for a period beginning at that point when lanes are closed or obstructed by the Contractor's operations.
  - 6.1.1.2. **Assessment Fee.** The amount shown on the proposal for each defined time increment, representing the average cost of interference and inconvenience to the road user for each lane closed or obstructed during peak-hour traffic. The Engineer may allow a proportional fee assessment for closures that do not involve an entire defined time increment.
  - 6.1.1.3. **Closure or Obstruction.** When the Contractor's operations result in a reduced lane width of the travel way or shoulder less than that shown on the plans.
  - 6.1.1.4. **Peak-Hour Traffic Times.** Schedule of days and times described in the General Notes when lane closures or obstructions are not allowed.
- 6.1.2. **Fee Calculation and Collection.** The assessment fee will be deducted from the amount due to the Contractor on the monthly construction estimate, and thus retained by the Department. The Engineer will determine the time of overlap of lane closures or obstructions for calculating the assessment fee. The fee is based on road user costs and is assessed not as a penalty, but for added expense incurred by the traveling public.

# Special Specification 7020

## Debris Removal and Disposal



### 1. DESCRIPTION

Provide emergency removal and disposal of debris from the highway right of way which is created by a hurricane or other type of natural disaster. Process debris as directed, which may include removal, relocation and sorting, or a combination of these activities in conformance with all applicable federal, state, and local laws, and regulations. Provide disposal, staging, and stockpile sites. This Specification covers debris as described in Table 1, shown on the last page of this Specification.

### 2. GENERAL AND OTHER DEBRIS

General debris includes trees, brush, logs, stumps, and other vegetative matter, lumber, plywood, building materials, dry wall, household and commercial refuse and putrescible wastes, furniture, mattresses, animal carcasses under 300 lb., and other debris similar to items described in Table 1. Other debris not in the general debris category for this project are boats less than 50 ft. in length, trucks, trailers, mobile homes, motor vehicles, household and commercial appliances, televisions, scrap metal, tire fragments, electronics and computers, empty storage tanks, animal carcasses over 300 lb. and other debris are also described in Table 1.

### 3. MATERIALS AND EQUIPMENT

Furnish all material, equipment, labor, and any other items necessary to achieve acceptable work. Equipment may include, but is not limited, to front-end loaders, backhoes, hydraulic excavators, cranes, drag lines, chain saws, and dump trucks.

- 3.1. **Signs on Trucks.** Truck and other debris hauling equipment designed for use under this Contract must be equipped with two signs, one attached to each side. These signs will be furnished by the Contractor. The signs must contain the following permanently marked information.
- Company name,
  - Truck number, and
  - Cubic yards of truck.
- 3.2. **Use of Truck and Equipment.** Trucks or equipment designated for use under this Contract must not be used for any other work during the working hours of this Contract. The Contractor must not solicit work from private citizens or others to be performed in the designated work area during the period of this Contract. The Contractor must not mix debris hauled for others outside of this Contract with debris hauled for others under this Contract.
- 3.3. **Truck Equipment.** All debris hauling equipment used to haul debris must be equipped with tarps or other cover when operated on public roadways.
- 3.4. **Traffic Control.** Traffic control must be in conformance with the latest TxDOT Barricade and Construction Standards, Traffic Control Plan Standards, or the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- 3.5. **Safety Lighting on Equipment.** All heavy equipment operating on or within 30 ft. of the outside edge of the travel lane must have an amber rotary flashing light or strobe light mounted on the highest point of the machine to ensure 360° visibility.

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#### 4. WORK METHODS

Provide an approved supervisory level representative to accompany Department or designated natural resource personnel on a review of identified work sites to determine environmental permitting requirements and any appropriate avoidance and minimization practices including best management practices that would protect the environment. The Contractor's representative must be knowledgeable in methods required to access the sites, work methods required at each site, and must have full authority to commit necessary resources for completion of the work using the identified work methods. Obtain required environmental permits for debris removal sites. The Engineer will provide environmental permit requirements. Permit requirements will not be modified unless previously approved by permitting authorities. Adhere to all conditions specified in the environmental permits.

- 4.1. **Process Debris.** Process debris for the site or portions of each site as directed. If hazardous debris is found, inform the Engineer immediately. The Engineer will coordinate with others who will treat or remove the hazardous debris.
- 4.2. **Human Remains.** Visual inspection for human remains must be made before beginning and during processing of debris collection. Should human remains be found, immediately contact the law enforcement agency identified for this purpose. If requested by the responding law enforcement representative, provide necessary personnel and equipment to assist in further debris removal to aid in the recovery of the human remains or assist with additional investigation. The assistance to law enforcement and others for the recovery of human remains will be paid for in accordance with Article 9.7, "Payment for Extra Work and Force Account Method" of the Standard Specifications.
- 4.3. **Disposal Locations.** Load, haul, and dispose of debris at licensed, approved disposal sites in conformance with applicable federal, state, and local regulations. Identify disposal sites and provide disposal methods in writing to the Engineer for approval.
- 4.4. **Recycling Locations.** Ensure that debris sent for recycling is sent to legitimate recycling facilities that operate in conformance with applicable federal, state, and local recycling requirements. Provide documentation to the Engineer demonstrating that selected recycling facilities are legitimate and appropriate for the type of debris sent to the recycling facilities for recycling operations.
- 4.5. **Sort and Manage Debris.** Sort debris to the maximum extent possible to meet the requirements shown in Table 1. Recycle, burn, or dispose of sorted debris in conformance with the management options and preferences listed in Table 1.

Table 1, "Types of Debris," is shown on the following page.

**Table1  
Types of Debris**

Debris Category	Debris Type	Debris Management Options
<b>General Debris</b>	Trees, brush, logs, stumps, and other vegetation matter	Preferred Option: Recycle Option: Outdoor burn Option: Dispose Type IV Municipal Solid Waste (MSW) Landfill Option: Dispose Type I MSW Landfill
	Lumber, plywood, building siding material that has not been painted, stained, or chemically treated	Preferred Option: Recycle Option: Outdoor burn Option: Dispose Type IV MSW Landfill Option: Dispose Type I MSW Landfill
	Lumber, plywood, building siding material that has been painted, stained, or chemically treated	Preferred Option: Recycle Option: Dispose Type IV MSW Landfill Option: Dispose Type I MSW Landfill
	Dry wall	Preferred Option: Dispose Type IV MSW Landfill Option: Dispose Type I MSW Landfill
	Furniture, mattresses	Preferred Option: Recycle Option: Dispose Type IV MSW Landfill Option: Dispose Type I MSW Landfill
	Animal carcasses under 300 lb.	Preferred Option: Offsite disposal using a renderer or a commercial waste incinerator Option: Approved landfill Option: Outdoor burn Option: Onsite burial or mounding with approval
<b>Other Debris</b>	Scrap metal	Preferred Option: Recycle Option: Dispose Type IV MSW Landfill Option: Dispose Type I MSW Landfill
	Tires and tire fragments	Pickup by authorized scrap tire transporter or delivery to authorized processing or end-use facilities or with Engineer's approval.
	Household and commercial refuse and putrescible wastes	Preferred Option: Recycle Option: Dispose Type I MSW Landfill
	Animal carcasses over 300 lb.	See methods of Disposal for smaller carcasses above.
	Household and commercial appliances	Preferred Option: Recycle Option: Dispose MSW Type I landfill
	Televisions, electronics, and computers	Preferred Option: Recycle Option: Dispose Type I MSW landfill
	Boats less than 50 ft.	Transport to an approved storage site in coordination with local law enforcement.
	Trailers, mobile homes, motor vehicles	Transport to an approved storage site in coordination with local law enforcement
	Empty storage tanks	Preferred Option: Recycle Option: Dispose Type I MSW landfill

4.6. **Requirements for Debris Management Sites (Debris Burning, Processing, Ash Burial or Disposal, and Staging or Stockpiling sites other than approved landfills).** Before opening a debris management site, submit a request to the Engineer for approval. The Engineer will coordinate with FEMA and the Historical Commission before approval can be given.

4.7. **Outdoor Burning.** Burn only vegetation, animal carcasses, and wood waste that has not been painted, stained, or chemically treated. Contractor is responsible for complying with the TCEQ outdoor burning requirements found in 30 Texas Administrative Code (TAC) 111 Subchapter B, the counties, or the cities

requirements regarding outdoor burning of storm related debris. Notify the applicable TCEQ Regional Office and counties or cities for any burning sites.

- 4.8. **Boats, Trailers, Mobile Homes, and Motor Vehicles.** Separate boats less than 50 ft., trailers, and other vehicles from other debris. All cars, pickups, vans, sport utility vehicles, and separate trailer will be classified as vehicles. A trailer with a mounted boat is to be removed with the boat attached and is classified as one boat and will be paid for as one boat. Take precautions to keep from further damaging the boats, motors, trailers, and vehicles in the removal, hauling, or storage process. Contractor must be responsible for hauling boats and vehicles to an approved storage site in coordination with local law enforcement. Trucks larger than large SUV's will be classified separately as trucks for payment. A semi-trailer truck is defined as a single truck.
- 4.9. **Leaning Trees.** Remove and dispose of damaged or leaning trees as directed.
- 4.10. **Tree Stumps.** Remove tree stumps to at least 12 in. below the surrounding terrain unless otherwise directed. Backfill holes with acceptable material and compact flush with surrounding area. Dispose of the loose tree stump material.
- 4.11. **Hanging Tree Limbs.** Remove and dispose of damaged tree limbs as directed. Before cutting limbs of an oak tree, disinfect tools with cleaning fluids. The disinfection material used for washing the tools will be 70% alcohol, bleach solution, or Lysol or (one part bleach or Lysol with two parts water) unless otherwise approved.
- When removing limbs 2 in. in diameter or larger, undercut 1/3 way through the limb 8 to 12 in. from the main stem.
  - Remove limb 4 to 6 in. outside the first cut.
  - Remove stub with an even flush cut so that a trace (collar) protrudes approximately 1/2 in.
  - Do not allow limb to fall free if it can damage other limbs or items.
  - Treat exposed cuts on oak trees with pruning paint within 15 min. of the cut.
- 4.12. **Scrap Metal.** Remove and dispose of scrap metal.
- 4.13. **Empty Storage Tanks.** Remove and dispose of empty storage tanks.
- 4.14. **Tires and Tire Fragments.** Remove and dispose of tires and fragments.

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## 5. MEASUREMENT

When measurement is by the cubic yard, the Engineer will choose one of the two methods listed below:

- The method of average end area for debris piles.
- Measure in the vehicle at location directed by the Engineer.

Debris will be measured in accordance with the following.

- 5.1. **General Debris Removal on Highway Right of Way.** By the cubic yard.
- 5.2. **General Debris Removal from Water of Rivers and Lakes Crossing Right of Way.** By the cubic yard.
- 5.3. **General Debris Removal from Ditches and Under Bridges.** By the cubic yard.
- 5.4. **Boat Removal (Ranges in Length).** By the each.
- 5.5. **Vehicles, Trailers, and Mobile Homes.** By the each.
- 5.6. **Household and Commercial Appliance.** By the each.
- 5.7. **Televisions, Electronics and Computers.** By the each.

- 5.8. **Leaning Tree Removal (Ranges in Diameter).** By the each. A tree with damaged limbs larger than 4 in. diameter will be measured by each tree trimmed. If no removed limbs are larger than 4 in. diameter, the limb removal will be treated as general debris and paid for as general debris.
- 5.9. **Remove Tree Stumps.** By the each.
- 5.10. **Hanging Limbs.** Remove all the damaged or hanging limbs when directed. A tree with damaged limbs larger than 4 in. dia. will be measured by each tree trimmed. If no removed limbs are larger than 4 in. diameter the limb removal will be treated as general debris and paid for as general debris.
- 5.11. **Animal Carcasses over 300 lb.** By the each.
- 5.12. **Trucks and Semi-trailer Trucks.** By the each.
- 5.13. **Empty Storage Tanks.** By the each for the size shown.
- 5.14. **Scrap Metal.** By the lb.
- 5.15. **Tires and Tire Fragments.** By the lb.

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## 6. PAYMENT

The work performed in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid as described. This price is full compensation for the cutting, collecting, loading, hauling, and disposing of debris and restoring each location as directed. Price includes all labor, materials, equipment, tools, and incidentals necessary to complete the work. Traffic control will be considered subsidiary and will not be paid for directly. Staging areas will be considered subsidiary to the various items stored in the staging area.

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