

| | |
|---------|-------------|
| Control | 0911-00-085 |
| Project | C 911-00-85 |
| Highway | VA |
| County | ANGELINA |

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 | <input type="checkbox"/> |
| ADDENDUM NO. 2 | <input type="checkbox"/> |
| ADDENDUM NO. 3 | <input type="checkbox"/> |
| ADDENDUM NO. 4 | <input type="checkbox"/> |
| ADDENDUM NO. 5 | <input type="checkbox"/> |

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 | 0911-00-085 |
| Project | C 911-00-85 |
| Highway | VA |
| County | ANGELINA |

PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2024 SPECIFICATIONS WORK CONSISTING OF HIGHWAY IMPROVEMENT ANGELINA 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 134 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:

NINETY-FOUR THOUSAND (Dollars) (\$94,000)

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:

| | |
|----------------|--------------------|
| Control | 0911-00-085 |
| Project | C 911-00-85 |
| Highway | VA |
| County | ANGELINA |

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):

| |
|--|
| |
| |
| |

| | |
|----------------|--------------------|
| Control | 0911-00-085 |
| Project | C 911-00-85 |
| Highway | VA |
| County | ANGELINA |

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 _____

This page intentionally left blank.

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. | | | | |
| | 500 | 7001 | | MOBILIZATION DOLLARS and CENTS | LS | 1.000 | 1 |
| | 502 | 7001 | | BARRICADES, SIGNS AND TRAFFIC HAN- DLING DOLLARS and CENTS | MO | 9.000 | 2 |
| | 505 | 7003 | | TMA (MOBILE OPERATION) DOLLARS and CENTS | DAY | 268.000 | 3 |
| | 533 | 7001 | | MILL RUMBLE STRIPS (ASPHALT) (SHLDR) DOLLARS and CENTS | LF | 300,168.000 | 4 |
| | 533 | 7002 | | MILL RUMBLE STRIPS (ASPH) (CENTER- LINE) DOLLARS and CENTS | LF | 97,559.000 | 5 |
| | 666 | 7023 | | REFL PAV MRK TY I (W)8"(SLD)(090MIL) DOLLARS and CENTS | LF | 8,722.000 | 6 |
| | 666 | 7265 | | RE PROFILE PM TY I(W)6"(SLD)(090MIL) DOLLARS and CENTS | LF | 2,707,881.00 | 7 |
| | 666 | 7269 | | RE PROFILE PM TY I(Y)6"(SLD)(090MIL) DOLLARS and CENTS | LF | 2,014,949.00 | 8 |
| | 666 | 7273 | | RE PROFILE PM TY I(Y)6"(BRK)(090MIL) DOLLARS and CENTS | LF | 124,240.000 | 9 |
| | 666 | 7407 | | REFL PAV MRK TY I (W)6"(BRK)(090MIL) DOLLARS and CENTS | LF | 36,100.000 | 10 |
| | 666 | 7410 | | REFL PAV MRK TY I (W)6"(SLD)(090MIL) DOLLARS and CENTS | LF | 663,652.000 | 11 |

| ALT | ITEM-CODE | | | UNIT BID PRICE ONLY. WRITTEN IN WORDS | UNIT | APPROX QUANTITIES | DEPT USE ONLY |
|-----|------------|--------------|-------------|---|------|----------------------|---------------------|
| | ITEM NO | DESC CODE | S.P. NO. | | | | |
| | 666 | 7419 | | REFL PAV MRK TY I (Y)6"(BRK)(090MIL) DOLLARS and CENTS | LF | 62,408.000 | 12 |
| | 666 | 7422 | | REFL PAV MRK TY I (Y)6"(SLD)(090MIL) DOLLARS and CENTS | LF | 761,059.000 | 13 |
| | 668 | 7002 | | PRFB RUMBLE STRIP (BLK)(1)(CENTER- LINE) DOLLARS and CENTS | LF | 13,165.000 | 14 |

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

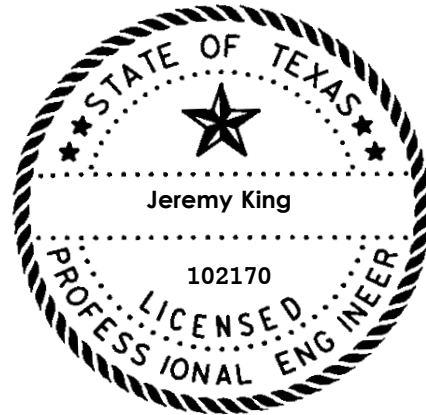
- B. If this proposal is the low bid, the bidder agrees to provide the following information prior to award of the contract.

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 0911-00-085
Project C 911-00-85
Highway VA
County ANGELINA

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
Jeremy King, P.E.
SEPTEMBER 06, 2024

GENERAL NOTES:

Existing regulatory, warning and guide signs within project limits are to remain visible to the traveling public at all times. If a sign must be repositioned during construction operations, move and install the sign to an approved location. Use care when working near existing signs and repair or replace signs damaged by work operations. All work involved repositioning existing signs will be subsidiary to various bid items.

Furnish materials and make repairs to the existing roadway at any location damaged by construction operations. This work shall be done in an approved manner and will be subsidiary to various bid items.

Provide suitable access at all times to adjacent businesses, private property and side roads.

For any portion of roadway inside city limits, work will not be allowed to begin before 9 A.M. or continue after 3 P.M., unless otherwise approved. In other areas, beginning and ending work times will be as directed and approved.

Use approved safety and personal protection equipment (PPE) as directed. Non-compliance with the Safety, Qualifications and Certification requirements will be grounds for suspension of work.

As soon as work has been authorized, provide a schedule for plan of operations showing a detailed list with sequence of roadways and their anticipated start dates. This list must be provided to the Engineer a minimum of two (2) weeks prior to starting work on the first initial roadway listed. Notify the Engineer immediately if the order of the list or any start dates change.

Questions will be submitted via the Pre-Bid Q&A web page. This webpage can be accessed from the Notice to the Contractors dashboard located at the following address:
<http://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.

The contractor's attention is directed to the EPIC Sheet included in this plan and set for additional information regarding environmental permit, issues, and commitments.

Item 7: Legal Relations and Responsibilities

Roadway closures during the following key dates and/or special events are prohibited and shall be verified by the contractor:

List date(s)/special event here:

| | | | | |
|----------------------|---------------|----------------------------------|---|--------------------------------------|
| Houston County | Crockett | All roads into Crockett & SL 304 | 2 nd Weekend of May (Thursday to Saturday) | Davy Crockett Music and Art Festival |
| Houston County | Crockett | All roads into Crockett & SL 304 | Saturday before Thanksgiving | Christmas in Crockett |
| Houston County | Grapeland | US 287 & BU 287 | October | Peanut Festival |
| San Augustine County | San Augustine | SH 21 & SL 547 | October | Sassafras Festival |
| San Augustine County | San Augustine | SH 21 & SL 547 | June | Heritage Days Festival |

Several locations of this project are on a hurricane evacuation route. Furnish at the pre-construction meeting a written plan outlining procedures to suspend work, secure the job site and safely handle traffic through and across the project in the event of a hurricane evacuation.

During the hurricane season (June 1 through November 30), do not close any travel lanes except when the Contractor can demonstrate that they can provide labor, equipment, material, work plan, and quality of work to satisfactorily return all lanes to an open, all-weather travel surface within three (3) days of receiving written or verbal notice but no later than three (3) days prior to hurricane landfall. Construction of temporary lanes to an all-weather surface will be paid in accordance with Article 9.7, "Payment for Extra Work and Force Account Method".

In addition to lane closures, cease work three (3) days prior to hurricane landfall on or near the roadway that adversely impacts the flow of traffic and reduces the capacity of the highway during an evacuation. Prohibit the Contractor's, sub-contractors' or material suppliers' vehicle from entering or exiting the stream of traffic including material hauling and delivery, and mobilization or demobilization of equipment. When directed, this prohibition will include a reasonable time period for the evacuees to return to their point of origin.

In the event of the declaration of a hurricane watch, warning, other severe weather warning or national or state emergency that requires the roadways in the vicinity be used as evacuation routes, cease all work that requires the Contractor's, sub-contractors' or material suppliers' vehicles to enter the stream of traffic on these primary or secondary evacuation routes. This work includes material hauling and delivery, and mobilization or demobilization of equipment.

Historical Resources:

The following locations below contain historical resources and/or historical districts within the proposed roadway limits:

Historical Markers:

Site 53 FM 2968, Site 51 FM 1272, Site 8 SH 7, Site 10 FM 230, , Site 17 FM 2021, Site 34 SH 87, and Site 2 FM 1.

Historical Listed Property and Districts:

Site 49 BU 287V: First Christian Church-301 N Market St. Grapeland, TX
Site 35 SH 94: Trinity County Jail and Courthouse - SAL District Groveton, TX
Site 30 FM 222: Shepherd Methodist Church- 71 W 3rd St. Shepherd, TX
Site 22 FM 2609: NRHP listed building- 10001 Appleby Sand Rd. Appleby, TX
Site 39 FM 325: NRHP listed building- 1218 Lufkin St. Lufkin, TX
Site 15 FM 324: 2 NRHP listed buildings- 302 S. Bynum St, 402 S. Bynum St. Lufkin, TX
Site 43 SL 34: RTHL listed building- 316 Gingerbread Ln. Chireno, TX
Site 42 SL 547: Downtown San Augustine Historical District
Site 26 SH 147: Downtown San Augustine Historical District

1. NO Stockpiling of materials, storage of equipment, or parking of vehicles within areas labeled as historical properties, features, or markers.

Wildlife and Natural Resources:

Red-cockaded Woodpecker (federally listed endangered species) habitat is present adjacent to the ROW along the following roadway limits below and the actions required for work within these roadway limits:

Site 9 FM 227: From 3.5 mi S of SH 21 to 4.7 mi S of SH 21 and from 1.25 mi N of SH 7 to 2.10 mi N of SH 7.

Site 46 FM 2743: From 0.85 mi. N of FM 3373 to 1.85 mi. N of FM 3373 and at intersection of SH 63 and FM 2743.

Site 3 SH 87: From 0.85 mi. S of FM 3315 to the Newton County Line.

Site 33 FM 2426: From 1.30 mi. W of SH 87 to 2.30 mi. W of SH 87 and from 3.25 mi. E of FM 1 to 5.85 mi. E of FM 1.

1. NO stockpiling or storage of materials and equipment within the roadway limits above.
2. Work SHALL occur during the daylight hours within the roadway limits above.

Neches River rose-mallow (federally-listed endangered species) Critical Habitat is present within the ROW along Site 36 SH 94 from 1.00 mi. W of the Angelina County Line to 1.13 mi. W of the Angelina County Line. The conservation measure below must be followed in order to be in compliance with the Endangered Species Act:

1. NO stockpiling or storage of materials and equipment within the roadway limits above.

2. NO equipment or vehicles SHALL leave the pavement within the roadway limits above.

USFS Conditions:

Portions of the following roadway locations occur within the United States Forest Service (USFS) boundaries:

Davy Crockett National Forest: Site 9-FM 227, Site 11-FM 3154, Site 36-SH 94, and Site 35-SH 94

Sam Houston National Forest: Site 29-FM 2025 and Site 74-FM 945

Angelina National Forest: Site 26-SH 147, Site 37-SH 147, Site 77-FM 2851, Site 75-FM 2189, and Site 46-FM 2743

Sabine National Forest: Site 7-FM 2694, Site 66-FM 3471, Site 32-SH 87, Site 3-SH 87, and Site 33-FM 2426

1. Area Engineer SHALL notify the USFS prior to commencing work on the roadways listed above.

2. NO stockpiling or storage of materials and equipment within the USFS boundaries on the roadways listed above.

Work in this contract is required to be done on railroad property. Cooperate with the railroads and comply with all of their requirements including obtaining required insurance and training before performing work on railroad property.

Item 8: Prosecution and Progress

For this project, working days will be computed and charged in accordance with Item 8, Section 3.1.4 “Standard Workweek”.

All work will be done at night. No daytime work unless otherwise approved.

Submit monthly progress schedules no later than the 20th calendar day of the month. Failure to comply with this deadline may result in the Engineer withholding progress (monthly) payments.

Provide a Critical Path Method (CPM) Construction Schedule unless otherwise approved.

Item 502: Barricades, Signs, and Traffic Handling

Ensure the Contractor’s Responsible Person (CRP) or their alternate for Barricades, Signs, and Traffic Handling is available at all times and able to receive instructions from the Engineer or authorized Department representative. The CRP shall be a person that is usually at the project site during normal working hours.

Provide one high-intensity yellow, rotating dome-light on all equipment such as distributors, spreader boxes, lay-down machines, dump trucks, rollers, backhoes, road graders, loaders, etc. within the work zone. Mount lights high enough to be visible from all directions and operating

when the equipment is within 30 ft. of the travel way. On all other equipment such as trucks, trailers, automobiles, etc. use emergency flashers while within the work zone.

Notify the Engineer prior to placing any materials or equipment on the right of way. Locate equipment, stockpiles or other materials not in use as far as possible from the driving lanes and in no case closer than 30 ft. unless otherwise authorized. Any equipment, stockpiles, or materials placed within 30 ft. of the driving lane must have adequate signs, barricades or other warning devices as approved. As a minimum place an 8 ft. wide TY III Barricade or barrels on the approach side of each site that is within 30 ft. of the driving lane. Use TY III Barricade or barrels for the site similarly on the departure side if the location is within 30 ft. of the opposing traffic lane.

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.

Texas Transportation Code 547.105 authorizes the use of warning lights to promote safety and provides an effective means of gaining the travelling public's attention as they drive in areas where construction crews are present. In order to influence the public to move over when high risk construction activities are taking place, minimize the utilization of blue warning lights. These lights must be used only while performing work on or near the travel lanes or shoulder where the travelling public encounters construction crews that are not protected by a standard work zone set up such as a lane closure, shoulder closure, or one-way traffic control. Refrain from leaving the warning lights engaged while travelling from one work location to another or while parked on the right of way away from the pavement or a work zone.

All workers on TxDOT right-of-way shall wear reflective clothing meeting ANSI Class II requirements during the day and ANSI Class III requirements during the night.

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

The contractor will be responsible for determining if multiple operations will be ongoing at the same time to determine the total number of TMAs needed for the project.

Two (2) TMAs will be required for mobile operations on Two Lane Roadways and three (3) TMAs will be required on a Divided Highway for mobile operations.

Item 506: Temporary Erosion, Sedimentation, and Environmental Controls

The proposed work of this project is for the construction of traffic control devices consisting of profile pavement markings and milled rumbles strips at various locations districtwide. This activity maintains the original line and grade, hydraulic capacity and original purpose of the site.

County: Angelina

Sheet

Highway: Various

Control: CSJ 0911-00-085

Therefore, this project meets the definition of a routine maintenance activity as defined in the TPDES General Permit No. TXR150000 effective March 5, 2023 and TCEQ's TPDES CGP does not apply.

Due to the limited soil disturbing nature of this project, temporary erosion control work has not been included. However, the SWP3 for this project shall consist of any erosion control or pollution control items deemed necessary by the Engineer. Should this work become necessary, it will be paid for in accordance with Article 4.4, "Changes in the Work".

Item 666: Reflectorized Pavement Markings

Remove loose aggregate immediately prior to placing pavement markings.

Before construction operations begin, observe and mark existing passing/no passing zones.

CONTROL : 0911-00-085
PROJECT : C 911-00-85
HIGHWAY : VA
COUNTY : ANGELINA

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 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING <503><505><510>
ITEM 505 TRUCK-MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)
ITEM 533 RUMBLE STRIPS <300><320><330><334><341><350>
ITEM 666 RETROREFLECTORIZED PAVEMENT MARKINGS <316><502><662><667>
<677><678>
ITEM 668 PREFABRICATED PAVEMENT MARKINGS AND RUMBLE STRIPS <678>

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

SPECIAL LABOR PROVISIONS FOR STATE PROJECTS (000---005)
WAGE RATES
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 "SMALL BUSINESS ENTERPRISE IN STATEFUNDED PROJECTS"
(000---019)
SPECIAL PROVISION "SCHEDULE OF LIQUIDATED DAMAGES" (000---031)

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.

Control **0911-00-085**
Project **C 911-00-85**
Highway **VA**
County **ANGELINA**

SMALL BUSINESS ENTERPRISE REQUIREMENTS

The following goal for small business enterprises is established:

SBE
0.0%

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.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT OR SERVICES

The Federal Register Notice issued the Final Rule and states that the amendment to 2 CFR 200.216 is effective on August 13, 2020. The new 2 CFR 200.471 regulation provides clarity that the telecommunications and video surveillance costs associated with 2 CFR 200.216 are unallowable for services and equipment from these specific providers. OMB's Federal Register Notice includes the new 2 CFR 200.216 and 2 CFR 200.471 regulations.

<https://www.federalregister.gov/documents/2020/08/13/2020-17468/guidance-for-grants-and-agreements>

Per the Federal Law referenced above, use of services, systems, or services or systems that contain components produced by any of the following manufacturers is strictly prohibited for use on this project. Therefore, for any telecommunications, CCTV, or video surveillance equipment, services or systems cannot be manufactured by, or have components manufactured by:

- Huawei Technologies Company,
- ZTE Corporation (any subsidiary and affiliate of such entities),
- Hytera Communications Corporation,
- Hangzhou Hikvision Digital Technology Company,
- Dahua Technology Company (any subsidiary and affiliate of such entities).

Violation of this prohibition will require replacement of the equipment at the contractor's expense.

Special Provision to Item 000

Special Labor Provisions for State Projects



1. GENERAL

This is a "Public Works" Project, as provided under Government Code, Chapter 2258, "Prevailing Wage Rates," and is subject to the provisions of the statute. No provisions in the Contract are intended to conflict with the provisions of the statute.

The Commission has ascertained and indicated in the Special Provisions the regular rate of per diem wages prevailing in each locality for each craft or type of worker. Apply the wage rates contained in the Specifications as minimum wage rates for the Contract.

2. MINIMUM WAGES, HOURS, AND CONDITIONS OF EMPLOYMENT

All workers necessary for the satisfactory completion of the work are within the purview of the Contract.

Whenever and wherever practical, give local citizens preference in the selection of labor.

Do not require any worker to lodge, board, or trade at a particular place, or with a particular person, as a condition of employment.

Do not charge or accept a fee of any from any person who obtains work on the project. Do not require any person who obtains work on the project to pay any fee to any other person or agency obtaining employment for the person on the project.

Do not charge for tools or equipment used in connection with the duties performed, except for loss or damage of property. Do not charge for necessary camp water.

Do not charge for any transportation furnished to any person employed on the project.

The provisions apply where work is performed by piece work and station work. The minimum wage paid will be exclusive of equipment rental on any shipment that the worker or subcontractor may furnish in connection with their work.

Take responsibility for carrying out the requirements of this Specification and ensure that each subcontractor working on the project complies with its provisions.

Any form of subterfuge, coercion, or deduction designated to evade, reduce, or discount the established minimum wage scales will be considered a violation of the Contract.

The Fair Labor Standards Act established one and one-half (1-1/2) pay for overtime in excess of 40 hr. worked in 1 week. Do not consider time consumed by the worker in going to and returning from the place of work as part of the hours of work. Do not require or permit any worker to work more than 40 hr. in 1 week, unless the worker receives compensation at a rate not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hr. in the workweek.

The general rates of per diem wages prevailing in this locality for each class and type of workers whose services are considered necessary to fulfill the Contract are indicated in the Special Provisions, and these rates govern as minimum wage rates on this Contract. A penalty of \$60 per calendar day or portion of a calendar day for each worker who is paid less than the stipulated general rates of per diem wages for any work done under the Contract will be deducted. The Department, upon receipt of a complaint by a worker,

will determine within 30 days whether good cause exists to believe that the Contractor or a subcontractor has violated wage rate requirements and notify the parties involved of the findings. Make every effort to resolve the alleged violation within 14 days after notification. The next alternative is submittal to binding arbitration in accordance with the provisions of the Texas General Arbitration Act (Article 224 et seq., "Revised Statutes").

Notwithstanding any other provision of the Contract, covenant and agree that the Contractor and its subcontractors will pay each of their employees and contract labor engaged in any way in work under the Contract, a wage not less than what is generally known as the "federal minimum wage" in accordance with 29 USC § 206 as that statute may be amended from time to time.

Pay any worker employed whose position is not listed in the Contract, a wage not less than the per diem wage rate established in the Contract for a worker whose duties are most nearly comparable.

3. RECORD AND INSPECTIONS

Keep copies of weekly payrolls for review. Require subcontractors to keep copies of weekly payrolls for review. Show the name, occupation, number of hours worked each day, and per diem wage paid each worker together with a complete record of all deductions made from such wages. Keep records for a period of 3 yr. from the date of completion of the Contract.

Where the piece-work method is used, indicate on the payroll for each person involved:

- quantity of piece work performed,
- price paid per piece-work unit, and
- total hours employed.

The Engineer may require the Contractor to file an affidavit for each payroll certifying that payroll is a true and accurate report of the full wages due and paid to each person employed.

Post or make available to employees the prevailing wage rates from the Contract. Require subcontractors to post or make available to employees the prevailing wage rates from the Contract.

The wage rates listed herein are those predetermined by the Secretary of Labor and State Statute and listed in the United States Department of Labor's (USDOL) General Decisions dated 01-05-2024 and are the minimum wages to be paid accordingly for each specified classification. To determine the applicable wage rate zone, a list entitled "TEXAS COUNTIES IDENTIFIED BY WAGE RATE ZONES" is provided in the contract. Any wage rate that is not listed herein and not in the USDOL's general decision, must be requested by the contractor through the completion of an Additional Classification and Wage Rate Request and be submitted for approval. IMPORTANT NOTICE FOR STATE PROJECTS: only the controlling wage rate zone applies to the contract. Effective 01-05-2024.

| CLASS. # | CLASSIFICATION DESCRIPTION | ZONE TX02 *(TX20240002) | ZONE TX03 *(TX20240003) | ZONE TX04 *(TX20240004) | ZONE TX05 *(TX20240005) | ZONE TX06 *(TX20240006) | ZONE TX07 *(TX20240007) | ZONE TX08 *(TX20240008) | ZONE TX24 *(TX20240024) | ZONE TX25 *(TX20240025) | ZONE TX27 *(TX20240027) | ZONE TX28 *(TX20240028) | ZONE TX29 *(TX20240029) | ZONE TX30 *(TX20240030) | ZONE TX37 *(TX20240037) | ZONE TX38 *(TX20240038) | ZONE TX42 *(TX20240042) |
|----------|--|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| 1428 | Agricultural Tractor Operator | | | | | | \$12.69 | | | | | \$12.35 | | | \$11.75 | | |
| 1300 | Asphalt Distributor Operator | \$14.87 | \$13.48 | \$13.88 | \$15.72 | \$15.58 | \$15.55 | \$15.72 | \$13.28 | \$15.32 | \$15.62 | \$14.36 | \$14.25 | \$14.03 | \$13.75 | \$14.06 | \$14.40 |
| 1303 | Asphalt Paving Machine Operator | \$13.40 | \$12.25 | \$12.35 | \$13.87 | \$14.05 | \$14.36 | \$14.20 | \$13.26 | \$13.99 | \$14.68 | \$12.92 | \$13.44 | \$12.53 | \$14.00 | \$14.32 | \$12.99 |
| 1106 | Asphalt Raker | \$12.28 | \$10.61 | \$12.02 | \$14.21 | \$11.65 | \$12.12 | \$11.64 | \$11.44 | \$12.69 | \$12.05 | \$11.34 | \$11.67 | \$11.40 | \$12.59 | \$12.36 | \$11.78 |
| 1112 | Batching Plant Operator, Asphalt | | | | | | | | | | | | | | | | |
| 1115 | Batching Plant Operator, Concrete | | | | | | | | | | | | | | | | |
| 1214 | Blaster | | | | | | | | | | | | | | | | |
| 1615 | Boom Truck Operator | | | | | | \$18.36 | | | | | | | | | | |
| 1444 | Boring Machine Operator | | | | | | | | | | | | | | | | |
| 1305 | Broom or Sweeper Operator | \$11.21 | \$10.33 | \$10.08 | \$11.99 | | \$11.04 | \$11.62 | | \$11.74 | \$11.41 | \$10.30 | | \$10.23 | \$10.60 | \$12.68 | \$11.05 |
| 1144 | Communications Cable Installer | | | | | | | | | | | | | | | | |
| 1124 | Concrete Finisher, Paving and Structures | \$13.55 | \$12.46 | \$13.16 | \$12.85 | \$12.64 | \$12.56 | \$12.77 | \$12.44 | \$14.12 | \$13.04 | \$13.38 | \$12.64 | \$12.80 | \$12.79 | \$12.98 | \$13.32 |
| 1318 | Concrete Pavement Finishing Machine Operator | | | | \$16.05 | | \$15.48 | | | \$16.05 | | \$19.31 | | | | \$13.07 | |
| 1315 | Concrete Paving, Curing, Float, Texturing Machine Operator | | | | | | | | | | | \$16.34 | | | | \$11.71 | |
| 1333 | Concrete Saw Operator | | | | \$14.67 | | | | | \$14.48 | \$17.33 | | | | | \$13.99 | |
| 1399 | Concrete/Gunite Pump Operator | | | | | | | | | | | | | | | | |
| 1344 | Crane Operator, Hydraulic 60 tons or less | | | | \$18.22 | | \$18.36 | | | \$18.12 | \$18.04 | \$20.21 | | | \$18.63 | \$13.86 | |
| 1345 | Crane Operator, Hydraulic Over 80 Tons | | | | | | | | | | | | | | | | |
| 1342 | Crane Operator, Lattice Boom 80 Tons or Less | \$16.82 | \$14.39 | \$13.85 | \$17.27 | | \$15.87 | | | \$17.27 | | \$14.67 | | | \$16.42 | \$14.97 | \$13.87 |
| 1343 | Crane Operator, Lattice Boom Over 80 Tons | | | | \$20.52 | | \$19.38 | | | \$20.52 | | \$17.49 | | | \$25.13 | \$15.80 | |
| 1306 | Crawler Tractor Operator | \$13.96 | \$16.63 | \$13.62 | \$14.26 | | \$15.67 | | | \$14.07 | \$13.15 | \$13.38 | | | \$14.60 | \$13.68 | \$13.50 |
| 1351 | Crusher or Screen Plant Operator | | | | | | | | | | | | | | | | |
| 1446 | Directional Drilling Locator | | | | | | \$11.67 | | | | | | | | | | |
| 1445 | Directional Drilling Operator | | | | \$20.32 | | \$17.24 | | | | | | | | | | |
| 1139 | Electrician | \$20.96 | | \$19.87 | \$19.80 | | \$26.35 | | \$20.27 | \$19.80 | | \$20.92 | | | | \$27.11 | \$19.87 |
| 1347 | Excavator Operator, 50,000 pounds or less | \$13.46 | \$12.56 | \$13.67 | \$17.19 | | \$12.88 | \$14.38 | \$13.49 | \$17.19 | | \$13.88 | | | \$14.09 | \$12.71 | \$14.42 |
| 1348 | Excavator Operator, Over 50,000 pounds | | \$15.23 | \$13.52 | \$17.04 | | \$17.71 | | | \$16.99 | \$18.80 | \$16.22 | | | | \$14.53 | \$13.52 |
| 1150 | Flagger | \$9.30 | \$9.10 | \$8.50 | \$10.28 | \$8.81 | \$9.45 | \$8.70 | | \$10.06 | \$9.71 | \$9.03 | \$8.81 | \$9.08 | \$9.90 | \$10.33 | \$8.10 |
| 1151 | Form Builder/Setter, Structures | \$13.52 | \$12.30 | \$13.38 | \$12.91 | \$12.71 | \$12.87 | \$12.38 | \$12.26 | \$13.84 | \$12.98 | \$13.07 | \$13.61 | \$12.82 | \$14.73 | \$12.23 | \$12.25 |
| 1160 | Form Setter, Paving & Curb | \$12.36 | \$12.16 | \$13.93 | \$11.83 | \$10.71 | \$12.94 | | | \$13.16 | \$12.54 | \$11.33 | \$10.69 | | \$13.33 | \$12.34 | \$13.93 |
| 1360 | Foundation Drill Operator, Crawler Mounted | | | | \$17.99 | | | | | \$17.99 | | | | | | \$17.43 | |
| 1363 | Foundation Drill Operator, Truck Mounted | | \$16.86 | \$22.05 | \$21.51 | | \$16.93 | | | \$21.07 | \$20.20 | \$20.76 | | \$17.54 | \$21.39 | \$15.89 | \$22.05 |
| 1369 | Front End Loader Operator, 3 CY or Less | \$12.28 | \$13.49 | \$13.40 | \$13.85 | | \$13.04 | \$13.15 | \$13.29 | \$13.69 | \$12.64 | \$12.89 | | | \$13.51 | \$13.32 | \$12.17 |
| 1372 | Front End Loader Operator, Over 3 CY | \$12.77 | \$13.69 | \$12.33 | \$14.96 | | \$13.21 | \$12.86 | \$13.57 | \$14.72 | \$13.75 | \$12.32 | | | \$13.19 | \$13.17 | \$13.02 |
| 1329 | Joint Sealer | | | | | | | | | | | | | | | | |
| 1172 | Laborer, Common | \$10.30 | \$9.86 | \$10.08 | \$10.51 | \$10.71 | \$10.50 | \$10.24 | \$10.58 | \$10.72 | \$10.45 | \$10.30 | \$10.25 | \$10.03 | \$10.54 | \$11.02 | \$10.15 |
| 1175 | Laborer, Utility | \$11.80 | \$11.53 | \$12.70 | \$12.17 | \$11.81 | \$12.27 | \$12.11 | \$11.33 | \$12.32 | \$11.80 | \$11.53 | \$11.23 | \$11.50 | \$11.95 | \$11.73 | \$12.37 |
| 1346 | Loader/Backhoe Operator | \$14.18 | \$12.77 | \$12.97 | \$15.68 | | \$14.12 | | | \$15.18 | \$13.58 | \$12.87 | | \$13.21 | \$14.13 | \$14.29 | \$12.90 |
| 1187 | Mechanic | \$20.14 | \$15.47 | \$17.47 | \$17.74 | \$17.00 | \$17.10 | | | \$17.68 | \$18.94 | \$18.58 | \$17.00 | \$16.61 | \$18.46 | \$16.96 | \$17.47 |

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|----------|--|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| 1380 | Milling Machine Operator Motor Grader Operator, | \$15.54 | \$14.64 | \$12.22 | \$14.29 | | \$14.18 | | | \$14.32 | \$14.35 | \$12.86 | | | \$14.75 | \$13.53 | \$12.80 |
| 1390 | Fine Grade | \$17.49 | \$16.52 | \$16.88 | \$17.12 | \$18.37 | \$18.51 | \$16.69 | \$16.13 | \$17.19 | \$18.35 | \$17.07 | \$17.74 | \$17.47 | \$17.08 | \$15.69 | \$20.01 |
| 1393 | Motor Grader Operator, Rough | \$16.15 | \$14.62 | \$15.83 | \$16.20 | \$17.07 | \$14.63 | \$18.50 | | \$16.02 | \$16.44 | \$15.12 | \$16.85 | \$14.47 | \$17.39 | \$14.23 | \$15.53 |
| 1413 | Off Road Hauler | | | \$10.08 | \$12.26 | | \$11.88 | | | \$12.25 | | \$12.23 | | | \$13.00 | \$14.60 | |
| 1196 | Painter, Structures | | | | | \$21.29 | \$18.34 | | | | | | \$21.29 | | | \$18.62 | |
| 1396 | Pavement Marking Machine Operator | \$16.42 | | \$13.10 | \$13.55 | | \$19.17 | \$12.01 | | \$13.63 | \$14.60 | \$13.17 | | \$16.65 | \$10.54 | \$11.18 | \$13.10 |
| 1443 | Percussion or Rotary Drill Operator | | | | | | | | | | | | | | | | |
| 1202 | Piledriver | | | | | | | | | | | | | | | \$14.95 | |
| 1205 | Pipelayer | | \$11.87 | \$14.64 | \$13.17 | \$11.17 | \$12.79 | | \$11.37 | \$13.24 | \$12.66 | \$13.24 | \$11.17 | \$11.67 | | \$12.12 | \$14.64 |
| 1384 | Reclaimer/Pulverizer Operator | \$12.85 | | | \$11.90 | | \$12.88 | | | \$11.01 | | \$10.46 | | | | | |
| 1500 | Reinforcing Steel Worker | \$13.50 | \$14.07 | \$17.53 | \$16.17 | | \$14.00 | | | \$16.18 | \$12.74 | \$15.83 | | \$17.10 | | \$15.15 | \$17.72 |
| 1402 | Roller Operator, Asphalt | \$10.95 | | \$11.96 | \$13.29 | | \$12.78 | \$11.61 | | \$13.08 | \$12.36 | \$11.68 | | | \$11.71 | \$11.95 | \$11.50 |
| 1405 | Roller Operator, Other | \$10.36 | | \$10.44 | \$11.82 | | \$10.50 | \$11.64 | | \$11.51 | \$10.59 | \$10.30 | | \$12.04 | \$12.85 | \$11.57 | \$10.66 |
| 1411 | Scraper Operator | \$10.61 | \$11.07 | \$10.85 | \$12.88 | | \$12.27 | | \$11.12 | \$12.96 | \$11.88 | \$12.43 | | \$11.22 | \$13.95 | \$13.47 | \$10.89 |
| 1417 | Self-Propelled Hammer Operator | | | | | | | | | | | | | | | | |
| 1194 | Servicer | \$13.98 | \$12.34 | \$14.11 | \$14.74 | | \$14.51 | \$15.56 | \$13.44 | \$14.58 | \$14.31 | \$13.83 | | \$12.43 | \$13.72 | \$13.97 | \$14.11 |
| 1513 | Sign Erector | | | | | | | | | | | | | | | | |
| 1708 | Slurry Seal or Micro-Surfacing Machine Operator | | | | | | | | | | | | | | | | |
| 1341 | Small Slipform Machine Operator | | | | | | | | | \$15.96 | | | | | | | |
| 1515 | Spreader Box Operator | \$12.60 | | \$13.12 | \$14.71 | | \$14.04 | | | \$14.73 | \$13.84 | \$13.68 | | \$13.45 | \$11.83 | \$13.58 | \$14.05 |
| 1705 | Structural Steel Welder | | | | | | | | | | | | | | | \$12.85 | |
| 1509 | Structural Steel Worker | | | | | | \$19.29 | | | | | | | | | \$14.39 | |
| 1339 | Subgrade Trimmer | | | | | | | | | | | | | | | | |
| 1143 | Telecommunication Technician | | | | | | | | | | | | | | | | |
| 1145 | Traffic Signal/Light Pole Worker | | | | | | \$16.00 | | | | | | | | | | |
| 1440 | Trenching Machine Operator, Heavy | | | | | | \$18.48 | | | | | | | | | | |
| 1437 | Trenching Machine Operator, Light | | | | | | | | | | | | | | | | |
| 1609 | Truck Driver Lowboy-Float | \$14.46 | \$13.63 | \$13.41 | \$15.00 | \$15.93 | \$15.66 | | | \$16.24 | \$16.39 | \$14.30 | \$16.62 | \$15.63 | \$14.28 | \$16.03 | \$13.41 |
| 1612 | Truck Driver Transit-Mix | | | | \$14.14 | | | | | \$14.14 | | | | | | | |
| 1600 | Truck Driver, Single Axle | \$12.74 | \$10.82 | \$10.75 | \$13.04 | \$11.61 | \$11.79 | \$13.53 | \$13.16 | \$12.31 | \$13.40 | \$10.30 | \$11.61 | | \$11.97 | \$11.46 | \$10.75 |
| 1606 | Truck Driver, Single or Tandem Axle Dump Truck | \$11.33 | \$14.53 | \$11.95 | \$12.95 | | \$11.68 | | \$14.06 | \$12.62 | \$11.45 | \$12.28 | | \$13.08 | \$11.68 | \$11.48 | \$11.10 |
| 1607 | Truck Driver, Tandem Axle Tractor with Semi Trailer | \$12.49 | \$12.12 | \$12.50 | \$13.42 | | \$12.81 | \$13.16 | | \$12.86 | \$16.22 | \$12.50 | | | \$13.80 | \$12.27 | \$12.50 |
| 1441 | Tunneling Machine Operator, Heavy | | | | | | | | | | | | | | | | |
| 1442 | Tunneling Machine Operator, Light | | | | | | | | | | | | | | | | |
| 1706 | Welder | | \$14.02 | | \$14.86 | | \$15.97 | | \$13.74 | \$14.84 | | | | | \$13.78 | | |
| 1520 | Work Zone Barricade Servicer | \$10.30 | \$12.88 | \$11.46 | \$11.70 | \$11.57 | \$11.85 | \$10.77 | | \$11.68 | \$12.20 | \$11.22 | \$11.51 | \$12.96 | \$10.54 | \$11.67 | \$11.76 |

Notes:

*Represents the USDOL wage decision.

Any worker employed on this project shall be paid at the rate of one and one half (1-1/2) times the regular rate for every hour worked in excess of forty (40) hours per week.

For reference, the titles and descriptions for the classifications listed here are detailed further in the AGC of Texas' *Standard Job Classifications and Descriptions for Highway, Heavy, Utilities, and Industrial Construction in Texas* posted on the AGC's Web site for any contractor.

**TEXAS COUNTIES IDENTIFIED BY
WAGE RATE ZONES: 2, 3, 4, 5, 6, 7, 8, 24, 25, 27, 28, 29, 30, 37, 38, 42**

| County Name | Zone | County Name | Zone | County Name | Zone | County Name | Zone |
|---------------|------|-------------|------|-------------|------|---------------|------|
| Anderson | 28 | Donley | 37 | Karnes | 27 | Reagan | 37 |
| Andrews | 37 | Duval | 30 | Kaufman | 25 | Real | 37 |
| Angelina | 28 | Eastland | 37 | Kendall | 7 | Red River | 28 |
| Aransas | 29 | Ector | 2 | Kenedy | 30 | Reeves | 8 |
| Archer | 25 | Edwards | 8 | Kent | 37 | Refugio | 27 |
| Armstrong | 2 | El Paso | 24 | Kerr | 27 | Roberts | 37 |
| Atascosa | 7 | Ellis | 25 | Kimble | 37 | Robertson | 7 |
| Austin | 38 | Erath | 28 | King | 37 | Rockwall | 25 |
| Bailey | 37 | Falls | 28 | Kinney | 8 | Runnels | 37 |
| Bandera | 7 | Fannin | 28 | Kleberg | 27 | Rusk | 4 |
| Bastrop | 7 | Fayette | 27 | Knox | 37 | Sabine | 28 |
| Baylor | 37 | Fisher | 37 | Lamar | 28 | San Augustine | 28 |
| Bee | 27 | Floyd | 37 | Lamb | 37 | San Jacinto | 38 |
| Bell | 7 | Foard | 37 | Lampasas | 7 | San Patricio | 29 |
| Bexar | 7 | Fort Bend | 38 | LaSalle | 30 | San Saba | 37 |
| Blanco | 27 | Franklin | 28 | Lavaca | 27 | Schleicher | 37 |
| Borden | 37 | Freestone | 28 | Lee | 27 | Scurry | 37 |
| Bosque | 28 | Frio | 27 | Leon | 28 | Shackelford | 37 |
| Bowie | 4 | Gaines | 37 | Liberty | 38 | Shelby | 28 |
| Brazoria | 38 | Galveston | 38 | Limestone | 28 | Sherman | 37 |
| Brazos | 7 | Garza | 37 | Lipscomb | 37 | Smith | 4 |
| Brewster | 8 | Gillespie | 27 | Live Oak | 27 | Somervell | 28 |
| Briscoe | 37 | Glasscock | 37 | Llano | 27 | Starr | 30 |
| Brooks | 30 | Goliad | 29 | Loving | 37 | Stephens | 37 |
| Brown | 37 | Gonzales | 27 | Lubbock | 2 | Sterling | 37 |
| Burleson | 7 | Gray | 37 | Lynn | 37 | Stonewall | 37 |
| Burnet | 27 | Grayson | 25 | Madison | 28 | Sutton | 8 |
| Caldwell | 7 | Gregg | 4 | Marion | 28 | Swisher | 37 |
| Calhoun | 29 | Grimes | 28 | Martin | 37 | Tarrant | 25 |
| Callahan | 25 | Guadalupe | 7 | Mason | 27 | Taylor | 2 |
| Cameron | 3 | Hale | 37 | Matagorda | 27 | Terrell | 8 |
| Camp | 28 | Hall | 37 | Maverick | 30 | Terry | 37 |
| Carson | 2 | Hamilton | 28 | McCulloch | 37 | Throckmorton | 37 |
| Cass | 28 | Hansford | 37 | McLennan | 7 | Titus | 28 |
| Castro | 37 | Hardeman | 37 | McMullen | 30 | Tom Green | 2 |
| Chambers | 38 | Hardin | 38 | Medina | 7 | Travis | 7 |
| Cherokee | 28 | Harris | 38 | Menard | 37 | Trinity | 28 |
| Childress | 37 | Harrison | 42 | Midland | 2 | Tyler | 28 |
| Clay | 25 | Hartley | 37 | Milam | 28 | Upshur | 4 |
| Cochran | 37 | Haskell | 37 | Mills | 37 | Upton | 37 |
| Coke | 37 | Hays | 7 | Mitchell | 37 | Uvalde | 30 |
| Coleman | 37 | Hemphill | 37 | Montague | 37 | Val Verde | 8 |
| Collin | 25 | Henderson | 28 | Montgomery | 38 | Van Zandt | 28 |
| Collingsworth | 37 | Hidalgo | 3 | Moore | 37 | Victoria | 6 |
| Colorado | 27 | Hill | 28 | Morris | 28 | Walker | 28 |
| Comal | 7 | Hockley | 37 | Motley | 37 | Waller | 38 |
| Comanche | 37 | Hood | 28 | Nacogdoches | 28 | Ward | 37 |
| Concho | 37 | Hopkins | 28 | Navarro | 28 | Washington | 28 |
| Cooke | 37 | Houston | 28 | Newton | 28 | Webb | 3 |
| Coryell | 7 | Howard | 37 | Nolan | 37 | Wharton | 27 |
| Cottle | 37 | Hudspeth | 8 | Nueces | 29 | Wheeler | 37 |
| Crane | 37 | Hunt | 25 | Ochiltree | 37 | Wichita | 5 |
| Crockett | 8 | Hutchinson | 37 | Oldham | 37 | Wilbarger | 37 |
| Crosby | 2 | Irion | 2 | Orange | 38 | Willacy | 30 |
| Culberson | 8 | Jack | 28 | Palo Pinto | 28 | Williamson | 7 |
| Dallam | 37 | Jackson | 27 | Panola | 28 | Wilson | 7 |
| Dallas | 25 | Jasper | 28 | Parker | 25 | Winkler | 37 |
| Dawson | 37 | Jeff Davis | 8 | Parmer | 37 | Wise | 25 |
| Deaf Smith | 37 | Jefferson | 38 | Pecos | 8 | Wood | 28 |
| Delta | 25 | Jim Hogg | 30 | Polk | 28 | Yoakum | 37 |
| Denton | 25 | Jim Wells | 27 | Potter | 2 | Young | 37 |
| DeWitt | 27 | Johnson | 25 | Presidio | 8 | Zapata | 30 |
| Dickens | 37 | Jones | 25 | Rains | 28 | Zavala | 30 |
| Dimmit | 30 | | | Randall | 2 | | |

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 to Item 000

Small Business Enterprise in State-Funded Projects



1. DESCRIPTION

The purpose of this Special Provision is to implement the Department's policy of ensuring that SBEs have an opportunity to participate in the performance of Contracts. If the SBE goal is greater than zero, Section 2.1., "Article A—SBE Goal is Greater than Zero," will apply to this Contract; otherwise, Section 2.2., "Article B—No SBE Goal," will apply. The percentage goal for SBE participation in the work to be performed under this Contract will be in accordance with the proposal.

2. DEFINITIONS

A Small Business Enterprise (SBE) is a firm certified as such by the Department. Firms certified as Historically Underutilized Businesses (HUBs) by the Texas Comptroller of Public Accounts and as Disadvantaged Business Enterprises (DBEs) by the Texas Uniform Certification Program automatically qualify as SBEs.

2.1. Article A—SBE Goal is Greater than Zero.

2.1.1. Policy. The Department is committed to providing contracting opportunities for small businesses. Therefore, it is the Department's policy to develop and maintain a program to facilitate contracting opportunities for small businesses. Consequently, the requirements of the Department's SBE Program apply to this Contract as follows.

The Contractor will make a good faith effort to meet the SBE goal for this Contract.

The Contractor and any subcontractors will not discriminate on the basis of race, color, national origin, age, disability, or sex in the award and performance of this Contract. These nondiscrimination requirements must be incorporated into any subcontract and purchase order.

After a conditional award is made to the low Bidder, the Department will determine the adequacy of a Contractor's efforts to meet the Contract goal, in accordance with Section 2.1.2., "Contractor's Responsibilities." If the requirements in accordance with Section 2.1.2., "Contractor's Responsibilities," are met, the Contract will be forwarded to the Contractor for execution.

The Contractor's performance in meeting the SBE goal during the construction period of the Contract will be monitored by the Department.

2.1.2. Contractor's Responsibilities. These requirements must be satisfied by the Contractor. An SBE Contractor may satisfy the SBE requirements by performing at least 25% of the Contract work with their own organization in accordance with Item 8, "Prosecution and Progress."

The Contractor must complete an SBE Commitment Agreement Form for each SBE-certified firm the Contractor intends to use to satisfy the SBE goal. The SBE Commitment Agreement Form must be submitted to the Department's Civil Rights Division (CIV) in Austin, Texas, no later than 5 P.M. on the 10th business day, excluding national holidays, after the conditional award of the Contract. When requested, additional time not to exceed 7 business days, excluding national holidays, may be granted based on documentation submitted by the Contractor.

A Contractor that cannot meet the Contract goal, in whole or in part, must document the good faith efforts taken to meet the SBE goal. The Department will consider as good faith efforts all documented explanations

that are submitted and that describe a Contractor's failure to meet an SBE goal or obtain SBE participation, including:

- advertising in general circulation, trade association, and minority- or women-focused media regarding subcontracting opportunities,
- dividing the Contract work into reasonable portions in conformance with standard industry practices,
- documenting reasons for rejection or meeting with the rejected SBE to discuss the rejection,
- providing qualified SBEs with adequate information pertinent to bonding, insurance, plans, Specifications, scope of work, and the requirements of the Contract,
- negotiating in good faith with qualified SBEs, not rejecting qualified SBEs that are also the lowest responsive Bidder; and
- using the services of available minorities and women; community organizations; Contractor groups; local, state, and federal business assistance offices; and other organizations that provide support services to SBEs.

The good faith effort documentation is due at the time and place in accordance with this Section. CIV will evaluate the Contractor's documentation. If it is determined that the Contractor has failed to meet the good faith effort requirements, the Contractor will be given an opportunity for reconsideration by the Department.

Should the Bidder to which the Contract is conditionally awarded refuse, neglect, or fail to meet the SBE goal or demonstrate to the Department's satisfaction sufficient efforts to obtain SBE participation, the proposal guaranty filed with the bid will become the property of the State, not as a penalty, but as liquidated damages.

The Contractor must not terminate an SBE subcontractor submitted on a commitment agreement for a Contract with an assigned goal without the prior written consent of the Department.

The Contractor must designate an SBE contact person who will administer the Contractor's SBE program and who will be responsible for submitting reports, maintaining records, and documenting good faith efforts to use SBEs.

The Contractor must inform the Department of the representative's name, title, and telephone number within 10 days of beginning work.

2.1.3. **Eligibility of SBEs.** The Department certifies the eligibility of SBEs.

Firms certified as SBEs are listed in the Department's online directory located at <https://txdot.txdotcms.com/>.

Only firms certified at the time of letting or at the time the commitments are submitted are eligible to be used in the information furnished by the Contractor in accordance with Section 2.1.2., "Contractor's Responsibilities."

Certified HUBs and DBEs are eligible as SBEs.

The Department's SBE Program is governed by 43 TAC, Chapter 9, Subchapter K, "Small Business Enterprise (SBE) Program."

2.1.4. **Determination of SBE Participation.** SBE participation will be counted toward meeting the SBE goal in this Contract in accordance with the following.

A Contractor will receive credit for all payments actually made to an SBE for work performed and costs incurred in accordance with the Contract, including all subcontracted work.

An SBE Contractor or subcontractor may not subcontract more than 75% of a Contract. The SBE must perform no less than 25% of the value of the Contract work with their own organization in accordance with Item 8.

An SBE may lease equipment consistent with standard industry practice. An SBE may lease equipment from the prime Contractor if a rental agreement, separate from the subcontract specifying the terms of the lease arrangement, is approved by the Department before the SBE starting the work in accordance with the following.

- If the equipment is of a specialized nature, the lease may include the operator. If the practice is generally acceptable with the industry, the operator may remain on the lessor's payroll. The operator of the equipment must be subject to the full control of the SBE, for a short term, and involve a specialized piece of heavy equipment readily available at the jobsite.
- For equipment that is not specialized, the SBE must provide the operator and be responsible for all payroll and labor compliance requirements.

- 2.1.5. **Records and Reports.** The Contractor must submit monthly reports of SBE payments (including payments to HUBs and DBEs) to the Area Engineer's Office after work begins. These reports will be due within 15 days after the end of a calendar month.

These reports will be required until all SBE subcontracting or supply activity is completed. The SBE Progress Report must be used for monthly reporting. Upon completion of the Contract and before receiving the final payment, the Contractor must submit the SBE Final Report to the Area Engineer's Office and a copy to the District Construction Office. These forms may be obtained from CIV and reproduced as necessary. The Department may verify the amounts being reported as paid to SBEs by randomly requesting copies of invoices and cancelled checks paid to SBEs. When the SBE goal requirement is not met, documentation supporting good faith efforts, in accordance with Section 2.1.2., "Contractor's Responsibilities," must be submitted with the SBE Final Report.

SBE subcontractors and suppliers should be identified on the monthly report by SBE certification number, name, and the amount of actual payment made to each during the monthly period. These reports are required regardless of whether SBE activity has occurred in the monthly reporting period.

All such records must be retained for 3 yr. following completion of the Contract work and be available at reasonable times and places for inspection by authorized representatives of the Department.

- 2.1.6. **Compliance of Contractor.** To ensure compliance with SBE requirements of this Contract, the Department will monitor the Contractor's efforts to involve SBEs during the performance of this Contract. This will be accomplished by a review of monthly reports submitted by the Contractor indicating their progress in achieving the SBE Contract goal and by compliance reviews conducted by the Department.

A Contractor's failure to comply with the requirements of this Special Provision will constitute a material breach of this Contract. In such a case, the Department reserves the right to employ remedies as the Department deems appropriate in the terms of the Contract.

- 2.2. **Article B—No SBE Goal.**

- 2.2.1. **Policy.** It is the Department's policy that SBEs will have an opportunity to participate in the performance of Contracts.

- 2.2.2. **Contractor's Responsibilities.** If there is no SBE goal, the Contractor must offer SBEs an opportunity to participate in the performance of Contracts and subcontracts. If an SBE is used, the requirements in accordance with Section 2.1.4., "Determination of SBE Participation," will apply.

- 2.2.3. **Prohibit Discrimination.** The Contractor and any subcontractor will not discriminate on the basis of race, color, national origin, religion, age, disability, or sex in the award and performance of Contracts. These nondiscrimination requirements must be incorporated into any subcontract and purchase order.

- 2.2.4. **Records and Reports.** The Contractor must submit annual reports pertinent to SBEs (including HUBs and DBEs) to the Area Engineer's Office by August 31 or at project completion, whichever comes first.

These reports will be required until all SBE subcontracting or supply activity is completed. The SBE Progress Report must be used for reporting. Upon completion of the Contract and before receiving the final payment, the Contractor must submit the SBE Final Report to the Area Engineer's Office and a copy to the District Construction Office. These forms may be obtained from CIV and reproduced as necessary. The Department may verify the amounts being reported as paid to SBEs by randomly requesting copies of invoices and cancelled checks paid to SBEs.

SBE subcontractors and suppliers should be identified on the report by SBE certification number, name, and the amount of actual payment made.

All such records must be retained for 3 yr. following completion of the Contract work and be available at reasonable times and places for inspection by authorized representatives of the Department.

Special Provision 000

Schedule of 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 | 760 |
| 1,000,000 | 3,000,000 | 968 |
| 3,000,000 | 5,000,000 | 1107 |
| 5,000,000 | 15,000,000 | 1527 |
| 15,000,000 | 25,000,000 | 2095 |
| 25,000,000 | 50,000,000 | 3072 |
| 50,000,000 | Over 50,000,000 | 5093 |

In addition to the amount shown in Table 1, the Liquidated Damages will be increased by the amount shown in Item 8 "Prosecution and Progress," of the General Notes for Road User Cost (RUC), when applicable.