Control	6461-70-001
Project	BPM - 646170001
Highway	IH0040
County	POTTER

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.



Control	6461-70-001
Project	BPM - 646170001
Highway	IH0040
County	POTTER

PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2024 SPECIFICATIONS WORK CONSISTING OF BRIDGE PREVENTATIVE MAINTENANCE POTTER 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 140 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:

FORTY-TWO THOUSAND (Dollars) (\$42,000)

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 PERSON	NS BY THESE F	PRESENTS,	
That we, (Contractor	Name)		
Hereinafter called the	Principal, and (S	urety Name)	
Surety, are held and fir the sum of not less tha thousand dollars, not to displayed on the cover	mly bound unto n two percent (2' o exceed one hur of the proposal) urselves, our heir	o transact surety business in the State of the Texas Department of Transportatio %) of the department's engineer's estimated thousand dollars (\$100,000) as a , the payment of which sum will and transfer, executors, administrators, successor	n, hereinafter called the Oblige nate, rounded to the nearest on proposal guaranty (amount ruly be made, the said Principal
WHEREAS, the princ	pal has submitte	ed a bid for the following project identi	fied as:
	Control	6461-70-001	
	Project	BPM - 646170001	
	Highway	IH0040	
	County	POTTER	
the Contract in writing void. If in the event of	with the Obliged failure of the Prette the property of	hall award the Contract to the Principal e in accordance with the terms of such incipal to execute such Contract in acc the Obligee, without recourse of the P	bid, then this bond shall be null cordance with the terms of such
Signed this		Day of	20
Ву:		(Contractor/Principal Name)	
	(Signature an	d Title of Authorized Signatory for Contractor/	 Principal)
*By:	_	· ·	£ ·· /
		(Surety Name)	
*Attach Power of attor		(Signature of Attorney-in-Fact)	Impressed Surety Seal Only
	This for	m may be removed from the prop	ocol

1-1



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 <u>complete</u> 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 BID	DERS CHECK TO (PLEASE PRINT):	
	Control Project Highway County	6461-70-001 BPM - 646170001 IH0040 POTTER	
		IMPORTANT	
Please acknow ink, and return	ledge receipt of this	ETURN THIS SHEET check(s) at your earliest coment in the enclosed self	onvenience by signing below in longhand, in
Check Receive	ed By:		Date:
Title:			
For (Contracto	r's Name):		
Project			County



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

ALT	ITEM	DESC	SP	Bid Item Description	Unit	Quantity	Bid Price	Amount	Seq
	104	509	REM	IOV CONC (SDWLK)	SY	266.400	\$10.000	\$2,664.00	1
						Total Bid Amount	\$2,6	664.00	-
Signed									
Γitle									
Date									
Additio	onal Sig	nature f	or Joint Ven	ture:					
Signed									
Title									
Date									

Control

Project

0001-03-030

STP 2000(938)HES

EXAMPLE OF BID PRICES SUBMITTED BY COMPUTER PRINTOUT





	ITEM-CODE							DEPT
ALT	ITEM DESC S.F NO CODE NO			UNIT BID PRICE ONLY. WRITTEN IN WORDS		UNIT	APPROX QUANTITIES	USE ONLY
	104	7006		REMOV CONC (RIPRAP)		SY	28.000	1
					OLLARS ENTS			
	104	7016			OLLARS ENTS	LF	8.000	2
	132	7037			ND IMPR) OLLARS ENTS	CY	12.000	3
	401	7001			OLLARS ENTS	CY	5.000	4
	420	7052			OLLARS ENTS	CY	18.000	5
	420	7059			OLLARS ENTS	LF	142.000	6
	427	7005			X) OLLARS ENTS	SF	1,540.000	7
	428	7001			CE OLLARS ENTS	SY	2,338.000	8
	429	7003			T OLLARS ENTS	SF	257.000	9
	429	7007			OVER- OLLARS ENTS	SF	108.000	10
	432	7002			OLLARS ENTS	CY	93.000	11

	IT	EM-COL	E					DEPT
ALT	ITEM NO	DESC S.P. CODE NO.		UNIT BID PRICE ONLY. WRITTEN IN WORDS		UNIT	APPROX QUANTITIES	USE ONLY
	438	7007		CLEANING AND SEALING EXIS	ST JOINTS	LF	518.000	12
				(CL1)	DOLLARS			
				and	CENTS			
	438	7008		CLEANING EXISTING JOINTS	CLIVID	LF	967.000	13
	150	7000			DOLLARS		307.000	13
				and	CENTS			
	439	7014		MULTI-LAYER POLYMER OVER	RLAY	SY	16,822.000	14
					DOLLARS			
				and	CENTS			
	450	7004		RAIL (TY T221)		LF	90.000	15
					DOLLARS			
				and	CENTS			
	459	7001		GABIONS (GALV)		CY	14.000	16
					DOLLARS			
				and	CENTS			
	483	7016		SHOT BLASTING		SY	16,422.000	17
					DOLLARS			
				and	CENTS			
	500	7001		MOBILIZATION	DOLL ADG	LS	1.000	18
					DOLLARS CENTS			
	502	7001		and DARRICANES SIGNS AND TRA		MO	5.000	10
	502	7001		BARRICADES, SIGNS AND TRA	FFIC HAN-	МО	5.000	19
				DLING	DOLLARS			
				and	CENTS			
	529	7002		CONC CURB (TY II)		LF	40.000	20
					DOLLARS			
				and	CENTS			
	540	7002		MTL W-BEAM GD FEN (STEEL	POST)	LF	375.000	21
					DOLLARS			
				and	CENTS			
	540	7005		MTL BEAM GD FEN TRANS (TH	IRIE-BEAM)	EA	4.000	22
					DOLLARS			
				and	CENTS			
	542	7001		REMOVE METAL BEAM GUARI		LF	975.000	23
					DOLLARS			
				and	CENTS			

	ITEM-CODE							DEPT
ALT	ITEM NO	DESC CODE	S.P. NO.	UNIT BID PRICE ON WRITTEN IN WORI		UNIT	APPROX QUANTITIES	USE ONLY
	544	7001		GUARDRAIL END TREATMENT	(INSTALL)	EA	4.000	24
					DOLLARS			
				and	CENTS			
	544	7003		GUARDRAIL END TREATMENT	` ,	EA	4.000	25
					DOLLARS			
				and	CENTS			
	662	7112		WK ZN PAV MRK SHT TERM (TA		EA	41.000	26
					DOLLARS			
				and	CENTS			
	662	7114		WK ZN PAV MRK SHT TERM (TA	*	EA	299.000	27
					DOLLARS			
				and	CENTS			
	666	7289		TY I HIGH PERF PM (W)6"(BRK)	` ′	LF	120.000	28
					DOLLARS			
				and	CENTS			
	666	7292		TY I HIGH PERF PM (W)6"(SLD)	(090MIL)	LF	2,584.000	29
					DOLLARS			
				and	CENTS			
	666	7304		TY I HIGH PERF PM (Y)6"(SLD)(090MIL)	LF	5,548.000	30
					DOLLARS			
				and	CENTS			
	668	7089		PREFAB PM TY C (W)(24")(SLD)		LF	36.000	31
					DOLLARS			
				and	CENTS			
	668	7091		PREFAB PM TY C (W)(ARROW)		EA	1.000	32
					DOLLARS			
				and	CENTS			
	668	7103		PREFAB PM TY C (W)(WORD)		EA	2.000	33
					DOLLARS			
				and	CENTS			
	752	7005		TREE REMOVAL (4" - 12" DIA)		EA	7.000	34
					DOLLARS			
				and	CENTS			
	752	7006		TREE REMOVAL (12" - 18" DIA)		EA	2.000	35
					DOLLARS			
				and	CENTS			

	ITI	EM-COD	E				DEPT
ALT	ITEM NO	DESC CODE	S.P. NO.	UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	USE ONLY
	785	7002		BRIDGE JOINT REPAIR (HEADER)	LF	31.000	36
				DOLLARS			
				and CENTS			
	7001	7002		BENT CAP/ABUTMENT CAP CLEANING	EA	61.000	37
				DOLLARS			
				and CENTS			

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 6461-70-001

Project BPM - 646170001

Highway IH0040

County POTTER

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 Vinson, Brandon Mitchell, P.E. OCTOBER 24, 2024

Highway: VARIES RMC: 6461-70-001

GENERAL NOTES

General

Q&A on Proposal or Contractor questions on this project are to be addressed to the Amarillo AE office navigate to:

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

Use 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 of the project you want to view the Q&A for and click on the link in the window that pops up.

All manufactured material used on the project must come from MPL located here: https://www.txdot.gov/business/resources/materials/material-producer-list.html
Alternate materials are noted in this contract.

There are no "reference markers" within the project limits.

See Railroad Scope of Work sheet for insurance and/or other requirements.

Remove all excess material from bridge substructure resulting from all construction including planing, seal coat and ACP overlays. This work will not be paid for directly, but will be considered subsidiary to various bid items in the contract.

If portions of the right-of-way is used to store materials, equipment, and other uses with the approval of the Engineer, materials, equipment, etc., must either be located outside the 30 feet traffic safety clearance zone or be adequately protected.

Contractor facilities, such as asphalt plants, concrete plants, rock crushers, etc. are not allowed to be located within Department right of way.

Do not store any equipment or material under any bridge.

Dust caused by construction operations is to be controlled by applying water in conformance with the requirements of Item 204, "Sprinkling". Sprinkling for dust control will not be paid for directly, but will be considered as subsidiary work to the various bid items.

Any work necessary to provide temporary ingress and egress during construction (such as building gravel ramps, etc.) Will not be paid for directly, but will be considered as subsidiary work to the various bid items.

Item 6 Control of Materials

The Buy America 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.

Highway: VARIES RMC: 6461-70-001

Item 7 Legal Relations and Responsibilities

Lane closures during the following key dates and/or special events are prohibited:

Mobley Ave at US 87 no work or lane closure on top of bridge will be permitted during school days.

FM 2373 at IH 40 no lane closure will be permitted before 8:00 AM due to traffic access to Pantex.

Special Event	City/Location	Highway/Ref #	Start Date	End Date
SCHOOL	AMARILLO	MOBLEY AVE	School Start	School End
		AT US 87	Weekday	Weekend

Item 427 Surface Finishes for Concrete

Allowable substitutes for TY X waterproofing materials include:

- ♦ Macropoxy® 646 Fast Cure | Protective & Marine Coatings (sherwin-williams.com). Two coats at maximum coverage rate of 200 SF/Gal per coat
- ♦ Si-Prime + Si-Rex03 Klaas Coatings North America (klaascoatingsnorthamerica.com). One coat of Si-Prime at maximum coverage rate of 200 SF/Gal and two coats Si-Rex03 at maximum coverage rate of 300 SF/Gal per coat
- ♦ Sikagard®-550 W Elastic (G) | Concrete Protection. Two coats at maximum coverage rate of 100 SF/Gal per coat
- ♦ Loxon® XP LX11-50 Series | Waterproofing Masonry Coating-Flat | Sherwin Williams. Two coats at maximum coverage rate of 100 SF/Gal per coat

Item 432 Riprap

All concrete riprap in contact with bridge abutments is to have joints made with a 6" fiber expansion joint material and be sealed with a joint sealer as approved by the Engineer. Afterward, use Cap Option A with 20 GA metal flashing for concrete riprap in contact with the abutment and wingwalls.

24" tie bars (#3 bars at 18" c-c) are to be used across all construction joints. Tie bars should be 12" into each side of the construction joint. When tying new riprap into existing riprap drill and epoxy grout 8" minimum into existing concrete. This is to be considered subsidiary to the payment for riprap.

Item 439 Bridge Deck Overlays

Mask existing joints and deck drains.

Highway: VARIES RMC: 6461-70-001

Traffic will not be allowed to drive on the bridge deck once the surface has been prepared for the overlay and cannot be reopened to traffic until both layers of the polymer overlay have been applied.

Reapply roadway striping to match the original striping.

Item 446 Cleaning and Painting Steel

The existing coating to be removed may contain lead or other hazardous materials.

Item 459 Gabions and Gabion Mattresses

Net Rock Bags are an allowed substitution to Gabion Mattresses pay item if the following conditions are met:

This Item uses the following Items:

- 2 Ton Net Rock Bag. A polyester net bag, filled with stone, with a height of 1.5 ft. per layer. Can be stacked for multiple layers.
- 2 Ton Net Rock Bag Mattress. Polyester net bag, filled with stone, with a height of 1.5 ft per layer installed adjacent to another polyester net bag to achieve desired area coverage. Wood or metal anchors can hold separate polyester net bags together. Can be stacked for multiple layers.

Furnish polyester net bags and polyester net bag mattresses in accordance with specified rock bag properties as follows in Table 1.

Table 1
Key Polyester Net Bag Performance Properties

They I discover the Bug I effort manee I toper ties				
Single Polyester Net Tensile Strength	24 or 1,675	kN/m or lb./ft.	ASTM D4595	
Single Polyester Net Static Puncture Strength	1.6 or 359.7	kN or lbs-Force	ASTM D6241	
Single Polyester Net Tearing Strength	0.9 or 202.3	kN or lbs-Force	ASTM D2261	
Elongation at Maximum Load	30	Percent	ASTM D4595	
Mass/unit area	325	grams/m ²	ASTM 2261	
Iron Ring Tensile Strength	>5.5	Metric Ton	Lab & Factory	
			Test	

Material

- A. The material is preferably virgin polyester as it is eco-friendlier and more durable than alternatives (like recycled). It is ideal for hydraulic works as it is rust-proof, non-corrosive, rot proof, and weather resistant. It can withstand exposure to ultraviolet, salt water and fresh water.
- B. The rope should be 3-ply polyester rope. The weave structure is a raschel mesh which prevents the mesh thread from unraveling if there is a break.

General Notes Sheet C

Highway: VARIES RMC: 6461-70-001

C. A net bag should include a **double layer** of mesh net bags supported with lifting and neck tying ropes (wrap ropes). The mesh ropes are 2.5mm/.098" thick, the neck tying rope are 7mm /028" thick and the lifting ropes are 11mm/.043" thick. Each mesh net bags should consist of a minimum of 4 lifting ropes and 2 wrap ropes.

- D. The mesh size is 0.98 inch.
- E. A polyester net bags should provide the most abrasion resistant and UV resistant materials available, ensuring the highest performance levels, greatest longevity, and lowest risk to the natural environment.
- F. Provide filler stone consisting of clean, hard, durable stone that does not contain shale, caliche, or other soft particles. Stone appearing to contain such particles will be tested for soundness. Stone with 5-cycle magnesium sulfate soundness of more than 18% when tested in accordance with Tex-411-A will be rejected. Use stones that are between 2 and 8 in. in their least dimension. Prevent contamination when storing and handling stone. Use stone with a minimum bulk specific gravity of 2.50 as determined by Tex-403-A.

At the start of construction, the net bag manufacturer must have a qualified representative available (remotely or onsite) for consultation as needed throughout filling and placement process.

1.1. **Net Rock Bag Filling Process.** The following process follows the external reference: The filling process is permissible to be completed in the contractor's yard and transported to the site for placing or filled directly onsite in a production-type process.

After the frame is constructed by the contractor/agency the net bag is draped over the frame. The rock fill is loaded into the polyester net bag. After the net bag is full of fill rock in the frame, the lifting ropes are used to attach the ring to the net bag. The tying ropes are tightly looped around the neck of the net bag and then tied off. The frame is lifted off the net bag and then the net bag is lifted by the ring to the staging location.

2 Ton Texas Tuff Rock Bag Filling Frame Internal dimensions.

	Length	Width	Height
2 Ton	3'-11"	3'-11"	2'-11"

Highway: VARIES RMC: 6461-70-001









1.2. **Foundation Preparation**. Site preparation is generally NOT required to install the Net Rock Bags. Remove any buried debris protruding from the foundation that will impede the proper installation and final appearance of the net bags. Removal of existing channel materials for site preparation should be directed and approved by the Engineer, particularly for the application at scour critical bridges. Have the Engineer inspect the surface immediately before net bag placement.

1.3. Transport.

When a net bag is being moved / loaded, the bag must be lifted using the lifting ring and not dragged across surfaces. Stacked net bags can be loaded onto a flatbed for transport. Upon arrival at site, the net bags can be offloaded and staged, or loaded onto a barge for further transport and staging.

1.4. **Installation**. A filled Net bag must be safely lifted by the lifting ring allowing a single point of control to lift and place the Net bag into position.

The net bags can be placed on level or sloping banks, in still water, moving water, fresh water or saline water, with or without a diver.

Highway: VARIES RMC: 6461-70-001

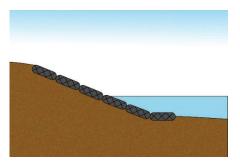
Place the initial line of net bags on the lowest surface according to the plan. Place the next net bags adjacent in line to provide a uniform alignment.

Subsequent rows of net bags can move higher towards the top of the slope or the back of the structure. The net bags should be carefully placed adjacent to the previous row and follow the format below for the appropriate slope of the bank.

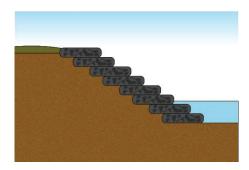
The placement of each net bag should be tight in alignment with the surrounding net bags below, to the side and above.

Formats 1 and 2 for placement of net bags on sloping banks.

1. Bank slope less than 40 degrees (H:V less than 1.2:1), the net bags can be placed side by side adjacent to each subsequent row of net bags.



2. Bank slope 40 degrees or greater (H:V greater than 1.2:1), the net bags should be placed stair step on one another with some overlapping of subsequent rows of net bags. When the net bags are placed in a stair step fashion, a reduction in the sq. yardage coverage per net bag is required.



Net Rock Bags will be measured in place by one of two methods:

1) the quantity of rock bags required or

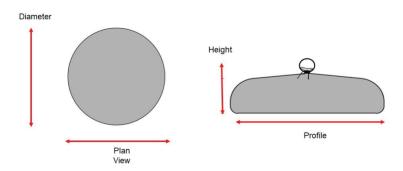
General Notes Sheet F

Highway: VARIES RMC: 6461-70-001

2) the cubic yard of stone-filled net bags. The Engineer should consider the volume of overlapping for cases used in Format 2.

The following parameters can be used for planning and calculations.

- One net bag covers area = 37.21 Sq. Feet or 4.13 Sq. Yards. Note: This changes when installed in a stair step fashion.
- Each net bag is 1.6 feet of 0.53 yard high.
- One net bag is 59.54 cubic feet, or 2.21 cubic yard of stone filled net bag. Example, if a project required 1000 sq. yards net bag coverage 0.53 high, one would plan on 242 net bags plus 5% flexibility 12 net bags for total of 254 net bags for the project.



For payment: The work performed and materials furnished in accordance with Net Rock Bag will be paid for at the unit price bid for quantity of Gabion Mattresses.

The price bid is full compensation for the Net Rock Bag, stone fill, fasteners, shear resistance devices, grading and backfill, materials, tools, equipment, labor (include diver operation if required), and incidentals. Filter fabric and filter material, if used, will not be paid for directly but will be considered subsidiary to this Item.

The acceptable manufacturer is FES Solutions

Address: 5900 Balcones Drive STE 4781 Austin Texas 78731

Phone +1 512-766-6608

Contact email: info@fessolutions.net

General Notes Sheet G

Highway: VARIES RMC: 6461-70-001

Item 483 Shot Blasting

The intent of this item is to act as surface preparation for Item 439 Multi-Layer Polymer Overlay. It is not subsidiary and will be paid for directly as defined by the spec book. See plans for specific limits of work.

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.

Temporary rumble strips will be required as shown on WZ(RS)-22 regardless of loose gravel, and/or soft or bleeding asphalt. Adjust the traffic control setup such that rumble strips are not placed in areas of heavily rutted pavements, unpaved surfaces, or horizontal curves. Temporary rumble strips will not be allowed on interstate highway.

The Contractor is to have the option of using either plastic drums, vertical panels, grabber cones or a combination where drums are shown as channelizing devices, as approved by the Engineer. Plastic drums are to be used in all transition areas in accordance with BC(8)-21 and WZ(TD)-17.

Item 540 Metal Beam Guard Fence

Drive steel posts for metal beam guard fence a minimum of 1/3 of the post length to final specified depth.

Item 542 Removing Metal Beam Guard Fence

All MBGF, GET & TAS materials will remain property of the Contractor.

Item 544 Guardrail End Treatments

Use Single Guardrail End Treatment (Ty III)(Steel Post).

Item 666 Reflectorized Pavement Markings

Retroreflectivity Measurements: Mobile or portable retroreflectometers may be used at the Contractor's discretion.

CONTROL: 6461-70-001 PROJECT: BPM - 646170001

HIGHWAY : IH0040 COUNTY : POTTER

TEXAS DEPARTMENT OF TRANSPORTATION

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF

----- TRANSPORTATION SEPTEMBER 1, 2024.

STANDARD SPECIFICATIONS ARE INCORPORATED

INTO THE CONTRACT BY REFERENCE.

- ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
- ITEM 104 REMOVING CONCRETE
- ITEM 132 EMBANKMENT <100><110><160><204><210><216><400>
- ITEM 401 FLOWABLE BACKFILL <421>
- ITEM 420 CONCRETE SUBSTRUCTURES <400><404><421><422><426><427><440><441><441><448>
- ITEM 427 SURFACE FINISHES FOR CONCRETE <420><740>
- ITEM 428 PENETRATING CONCRETE SURFACE TREATMENT <427>
- ITEM 429 CONCRETE STRUCTURE REPAIR <421><431><440><780>
- ITEM 432 RIPRAP <247><420><421><431><440>
- ITEM 438 CLEANING AND SEALING JOINTS <454>
- ITEM 439 BRIDGE DECK OVERLAYS <421><422><429><440><483>
- ITEM 450 RAILING <420><421><422><424><440><441><442><445><446><448><540>
- ITEM 459 GABIONS AND GABION MATTRESSES
- ITEM 483 CONCRETE BRIDGE DECK SURFACING
- ITEM 500 MOBILIZATION
- ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING <503><505><510>
- ITEM 529 CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER <360> <420><421><440>
- ITEM 540 METAL BEAM GUARD FENCE <421><441><445><529>
- ITEM 542 REMOVING METAL BEAM GUARD FENCE
- ITEM 544 GUARDRAIL END TREATMENTS
- ITEM 662 WORK ZONE PAVEMENT MARKINGS <666><668><672><677>
- ITEM 666 RETROREFLECTORIZED PAVEMENT MARKINGS <316><502><662><667><677><678>
- ITEM 668 PREFABRICATED PAVEMENT MARKINGS AND RUMBLE STRIPS <678>
- ITEM 752 TREE AND BRUSH REMOVAL
- ITEM 785 BRIDGE JOINT REPAIR OR REPLACEMENT <429><438><448><449><454>

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE

----- PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED

HEREON WHEREVER IN CONFLICT THEREWITH.

SPECIAL PROVISION "NONDISCRIMINATION" (000---001)

SPECIAL PROVISION "NOTICE OF CONTRACTOR PERFORMANCE EVALUATIONS"

(000 - - - 016)

SPECIAL PROVISION "CERTIFICATE OF INTERESTED PARTIES (FORM 1295)"

(000 - - - 017)

SPECIAL PROVISION "SCHEDULE OF LIQUIDATED DAMAGES" (000---031)

SPECIAL SPECIFICATIONS:

ITEM 7001 CLEANING BRIDGE COMPONENTS

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.

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.

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).

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:

- 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.

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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

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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



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. **DEFINISIONS**

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.

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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.

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.

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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
- 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.

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Special Provision 000 Schedule of Liquidated Damages



For Dollar Amoun	t of Original Contract	Dollar Amount of Daily Contract Administration Liquidated	
From More Than	To and including	Damages per Working Day	
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.

7001 2024 Specifications

Special Specification 7001 Cleaning Bridge Components



1. DESCRIPTION

Clean various bridge components, including washing bridge decks and removing all debris from abutment caps and bent caps.

2. **EQUIPMENT**

Provide equipment to provide access, remove debris, and thoroughly wash the deck and substructure caps.

- 2.1. Hand Tools. Provide hand tools such as picks, shovels, scrapers, hammers, brooms, or other devices to remove debris. Power-driven equipment may be used if approved.
- 2.2. Pressure Washer. Provide high-pressure water-blasting equipment to clean bridge deck and substructure caps with a minimum-rated blasting pressure of 2,000 psi and a maximum of 4,000 psi. Provide potable water for water-blasting. Water from municipal supplies approved by the Texas Department of Health will not require testing. When water is provided from another source, test for chlorides in accordance with ASTM C114 and provide water with a maximum chloride concentration of 500 parts per million, or 500 mg/L.
- 2.3. Vacuum. Provide vacuuming equipment to collect remaining dust and small particles and to clean debris from crevices and openings. Oil-free compressed air may also be used for cleaning.
- 2.4. Mechanical Sweeping. Provide equipment in accordance with Item 738, "Cleaning and Sweeping Highways."

3. **WORK METHODS**

3.1. Bridge Deck Cleaning. Remove all debris from top of deck surface by mechanical sweeping in accordance with Item 738.

> Water-blast the full bridge deck surface, including expansion joints, sidewalks, deck drains, scuppers, and the bottom 1 ft. of bridge railings. Completely remove all debris from cleaned surfaces.

3.2. Substructure Cleaning. Clear all debris from top of cap by methods that will not damage concrete or bearing devices (including coatings on steel bearings). Remove all debris in and around bearing devices to allow unrestricted movement of the bearing.

Water-blast all exposed surfaces of abutments and bent caps after clearing debris.

3.3. Acceptance. Acceptance of the cleaned bridge element occurs at the final acceptance of the project in accordance with Article 5.11., "Final Cleanup," unless otherwise shown on the plans.

4. MEASUREMENT

"Bridge Deck Cleaning" will be measured by the square yard of bridge deck cleaned. This is a plans quantity measurement Item. The quantity to be paid is the quantity shown in the proposal, unless modified by Article 9.2., "Plans Quantity Measurement." Additional measurements or calculations will be made if adjustments of quantities are required.

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"Substructure Cleaning" will be measured by each bent cap or abutment cap cleaned, regardless of the length of the cap or number or bearings supported.

5. PAYMENT

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Cleaning Bridge Components" of the type specified. This price is full compensation for removal and disposal of debris; pressure-washing the bridge deck, expansion joints, sidewalks, deck drains, scuppers, and railings; cleaning caps and bearings; and equipment, labor, materials, tools, and incidentals.

Resealing existing expansion joints will be paid for in accordance with Item 438, "Cleaning and Sealing Joints."

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