Control	**6470-27-001**
Project	**RMC - 647027001**
Highway	**US0277**
County	**MAVERICK**

ADDENDUM ACKNOWLEDGMENT

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

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

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

ADDENDUM NO. 1 ☐

ADDENDUM NO. 2 ☐

ADDENDUM NO. 3 ☐

ADDENDUM NO. 4 ☐

ADDENDUM NO. 5 ☐

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

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Control	**6470-27-001**
Project	**RMC - 647027001**
Highway	**US0277**
County	**MAVERICK**

PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2024 SPECIFICATIONS

WORK CONSISTING OF SEAL COAT

MAVERICK 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 120 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:

EIGHTY-NINE THOUSAND (Dollars) **($89,000)**

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 Obligee, 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	**6470-27-001**
Project	**RMC - 647027001**
Highway	**US0277**
County	**MAVERICK**

NOW, THEREFORE, if the Obligee shall award the Contract to the Principal and the Principal shall enter into the Contract in writing with the Obligee 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 Obligee, without recourse of the Principal and/or Surety, not as a penalty but as liquidated damages.

Signed this _____ Day of _____ 20_____

By: _____

(Contractor/Principal Name)

_____

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

*By: _____

(Surety Name)

_____

(Signature of Attorney-in-Fact)

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

Impressed Surety Seal Only

This form may be removed from the proposal.

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BIDDER'S CHECK RETURN

IMPORTANT

The space provided for the return address must be completed to facilitate the return of your bidder's check. Care must be taken to provide a legible, accurate, and <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 BIDDERS CHECK TO (PLEASE PRINT):

Control	**6470-27-001**
Project	**RMC - 647027001**
Highway	**US0277**
County	**MAVERICK**

IMPORTANT

PLEASE RETURN THIS SHEET IN ITS ENTIRETY

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

Check Received By: _____ Date:_____

Title: _____

For (Contractor's Name): _____

Project _____ County_____

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NOTICE TO THE BIDDER

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

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

$_____

Total Bid Amount

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

ALT	ITEM	DESC	SP	Bid Item Description	Unit	Quantity	Bid Price	Amount	Seq
	104	509		REMOV CONC (SDWLK)	SY	266.400	$10.000	$2,664.00	1

EXAMPLE

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

EXAMPLES

BID PRICES SUBMITTED BY HAND WRITTEN FORMAT

ALT	ITEM-CODE			UNIT BID PRICE ONLY 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
				EXAMPLE: One hundred fifty DLRS and No CENTS			

Unit price for each plant in place

	249	014		FLEX BASE(DEL)(DENSCOT)(TY A GR4 CL2)	TON	56,787.00	14
				EXAMPLE: Seven DLRS and Fifty three CENTS			

Unit price for each ton of Flexible Base

	430	001	001	CL A CONC FOR EXT STR (CULV)	CY	45.000	27
				EXAMPLE: Three hundred five DLRS and No CENTS			

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
				EXAMPLE: Fourteen hundred sixteen DLRS and Thirty seven CENTS			

Unit price of each Roadway Illumination Assembly

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ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	316	7006	001	ASPH (AC-20XP) DOLLARS and CENTS	GAL	381,938.000	1
	316	7207	001	AGGR (TY-PB, GR-3S)(SAC-B) DOLLARS and CENTS	CY	2,061.000	2
	316	7222	001	AGGR (TY-PD, GR-3)(SAC-B) DOLLARS and CENTS	CY	9,107.000	3
	438	7001		CLEANING AND SEALING EXISTING JOINTS DOLLARS and CENTS	LF	3,682.000	4
	500	7001		MOBILIZATION DOLLARS and CENTS	LS	1.000	5
	502	7001		BARRICADES, SIGNS AND TRAFFIC HANDLING DOLLARS and CENTS	MO	6.000	6
	503	7002		PORTABLE CHANGEABLE MESSAGE SIGN DOLLARS and CENTS	EA	2.000	7
	505	7001		TMA (STATIONARY) DOLLARS and CENTS	DAY	12.000	8
	505	7002		TMA (MOBILE OPERATION) DOLLARS and CENTS	HR	114.000	9
	510	7001		ONE-WAY TRAF CONT (FLAGGER CONT) DOLLARS and CENTS	HR	20.000	10
	510	7002		ONE-WAY TRAF CONT (PILOT CAR) DOLLARS and CENTS	HR	114.000	11

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	662	7112		WK ZN PAV MRK SHT TERM (TAB)TY W DOLLARS and CENTS	EA	6,684.000	12
	662	7114		WK ZN PAV MRK SHT TERM (TAB)TY Y-2 DOLLARS and CENTS	EA	24,309.000	13
	666	7009		REFL PAV MRK TY I (W)6"(DOT)(100MIL) DOLLARS and CENTS	LF	52,800.000	14
	666	7024		REFL PAV MRK TY I (W)8"(SLD)(100MIL) DOLLARS and CENTS	LF	2,714.000	15
	666	7036		REFL PAV MRK TY I (W)24"(SLD)(100MIL) DOLLARS and CENTS	LF	208.000	16
	666	7042		REFL PAV MRK TY I (W)(ARROW)(100MIL) DOLLARS and CENTS	EA	10.000	17
	666	7066		REFL PAV MRK TY I (W)(WORD)(100MIL) DOLLARS and CENTS	EA	5.000	18
	666	7117		REFL PAV MRK TY I (Y)12"(SLD)(100MIL) DOLLARS and CENTS	LF	6,800.000	19
	666	7192		RE PM TY II (W) (LN REDUCT ARW) DOLLARS and CENTS	EA	20.000	20
	666	7266		RE PROFILE PM TY I(W)6"(SLD)(100MIL) DOLLARS and CENTS	LF	94,517.000	21
	666	7270		RE PROFILE PM TY I(Y)6"(SLD)(100MIL) DOLLARS and CENTS	LF	127,449.000	22
	666	7274		RE PROFILE PM TY I(Y)6"(BRK)(100MIL) DOLLARS and CENTS	LF	18,210.000	23

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	666	7290		TY I HIGH PERF PM (W)6"(BRK)(100MIL) DOLLARS and CENTS	LF	22,114.000	24
	666	7293		TY I HIGH PERF PM (W)6"(SLD)(100MIL) DOLLARS and CENTS	LF	222,179.000	25
	666	7302		TY I HIGH PERF PM (Y)6"(BRK)(100MIL) DOLLARS and CENTS	LF	14,520.000	26
	666	7305		TY I HIGH PERF PM (Y)6"(SLD)(100MIL) DOLLARS and CENTS	LF	152,439.000	27
	666	7347		PAVEMENT SLER 6" DOLLARS and CENTS	LF	651,428.000	28
	666	7356		PAVEMENT SLER (DBL ARROW) DOLLARS and CENTS	EA	2.000	29
	668	7002		PRFB RUMBLE STRIP (BLK)(1)(CENTER-LINE) DOLLARS and CENTS	LF	111,082.000	30
	672	7002		REFL PAV MRKR TY I-C DOLLARS and CENTS	EA	3,991.000	31
	672	7004		REFL PAV MRKR TY II-A-A DOLLARS and CENTS	EA	12,449.000	32

CERTIFICATION OF INTEREST IN OTHER BID PROPOSALS FOR THIS WORK

By signing this proposal, the bidding firm and the signer certify that the following information, as indicated by checking “Yes” or “No” below, is true, accurate, and complete.

A. Quotation(s) have been issued in this firm's name to other firm(s) interested in this work for consideration for performing a portion of this work.

_____ YES

_____ NO

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

1. Identify firms which bid as a prime contractor and from which the bidder received quotations for work on this project.
2. Identify all the firms which bid as a prime contractor to which the bidder gave quotations for work on this project.

ENGINEER SEAL

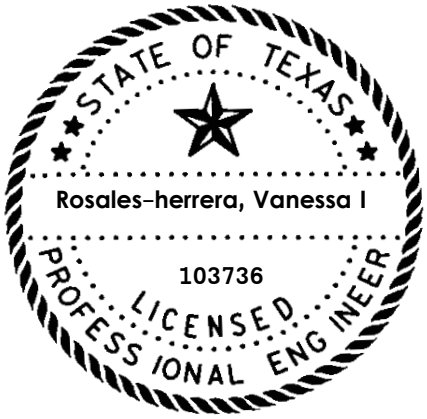
Control **6470-27-001**

Project **RMC - 647027001**

Highway **US0277**

County **MAVERICK**

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

Rosales-herrera, Vanessa I, P.E.

JULY 22, 2024

GENERAL NOTES:

This contract is for the seal coat project of various counties which include Maverick, Kinney, and Zavala. Contract becomes effective upon the issuance of a Work Order by the Engineer and extends through a period of 120 Working Days. Request to use additional crews will require approval by the Engineer.

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

Angel Alejo at Angel.Alejo@txdot.gov
Irazema Cavazos at Irazema.Cavazos@txdot.gov

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

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

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

All questions submitted that generate a response will be posted through this site. This site is organized by: District, Project type (Construction or Maintenance), Letting Date, CCSJ/Project Name.

Plans may be reviewed at Laredo District office of the Texas Department of Transportation, 1817 Bob Bullock Loop, Laredo, Texas 78043. The contact persons are Angel Alejo at Angel.Alejo@txdot.gov and Irazema Cavazos at Irazema.Cavazos@txdot.gov

Questions concerning the specifications, work requirements, etc. of this contract should be directed to Vanessa Rosales-Herrera, P.E., at Vanessa.Rosales@txdot.gov.

Arrange a Pre-work Meeting between representatives of the State and the Contractor prior to beginning work. Outline the proposed work and submit plans for performing the work while always providing a safe passage for traffic. Access is available to the TxDOT Maintenance Yard during normal working hours only.

Repair any damages incurred to existing fences, signs, sign posts, curbs, or any other appurtenances caused by equipment or personnel to its original condition or as directed by the Engineer.

Maintain the right-of-way in a satisfactory appearance as shown in the plans and/or as approved by the Engineer.

Perform work expeditiously during daylight hours.

Conform to the Texas Manual on Uniform Traffic Control Devices (TMUTCD) for sign types for which details are not shown in the plans.

Remove all existing raised pavement markings as the work progresses or as approved by the Engineer. The work will not be paid for separately but will be subsidiary to the various bid items.

Materials removed become the property of the Contractor for proper disposal. Maintain the roadway surface and work zone striping within the project limit while the traffic control plan is in effect.

When working near aerial electrical lines and/or utility poles, provide adequate safety measures as needed to comply with the appropriate sections of Federal and State Regulations.

SUPERVISION:

Prior to beginning work each day, meet with the respective Maintenance Supervisor. Discuss times, places, Contractor inspections and all other issues of the day or topics as directed by the Engineer.

For this project, the Maintenance Supervisors in charge are:

Maverick County
Charles Fite
2440 Main St.
Eagle Pass, TX 78852
(830)773-2617

Zavala County
Arnulfo Longoria
544 W US 57
Pryor, TX 78872
(830)365-4211

Kinney County
Brandon Baxter
918 East Military Highway
Brackettville, TX 78832
(830)563-2326

ITEM 5 - CONTROL OF THE WORK:

Reference all existing striping and pavement markings in a manner which allow the passing/no passing zones to be re-established. Place extra reference (if needed) to ensure the markings (lane lines, edge lines, ramp gores, etc.) are in-line with signs on OSB's, TMS arrows, etc.

ITEM 7 - LEGAL RELATIONS & RESPONSIBILITIES:

Roadway closures during the following key dates and/or special events are prohibited: January 1, Easter Weekend, the last Monday in May, July 4, the first Monday in September, the fourth Thursday in November, and December 25.

ITEM 8 - PROSECUTION AND PROGRESS:

Before starting work, provide a sequence of work and estimated progress schedule meeting the requirements of Section 8.5.2, "Progress Schedule."

Nighttime work will be allowed to be performed, as approved and directed by the Engineer. Refer to the Sequence of Work, Traffic Control Plan, etc. shown in the plans, for other details. The usual open season for application of asphalt is from: April 1st to September 30th, or as approved in writing by the Engineer. The late start date for the project is May 1st to coincide with the end of the asphalt season. The minimum temperature requirements should be followed for the application of asphalt outside these dates.

ITEM 9 - MEASUREMENT AND PAYMENT:

For payment through TxDOT state force account method, complete the weekly tracking forms provided by the department and submit invoices that agree with the tracking form for payment at the end of each month approved services were provided.

Submit Material on hand (MOH) payment requests at least _X_ working days prior to the end of the month for payment on that month's estimate. For out-of-town MOH submit requests at least 10 working days prior to the end of the month.

ITEM 316 - SEAL COAT:

The usual open season for application of asphalt is from: April 1st to September 30th. The minimum temperature requirements should be followed for the application of asphalt outside these dates.

All asphalt and aggregate tickets must be submitted for payment and project closure.

Remaining aggregate stockpiles must be removed no later than 30 days after all roadway locations have been sealed, unless otherwise approved by the Director of Maintenance. After this period, the aggregate becomes property of the state.

In accordance with SP 316-001, Certifications are required for department and contractor personnel.

Remove excess accumulated rock (Windrow) from edge of pavement swept by brooms. Self-propelled broom sweeper working properly and have an approved bristle size. Approved thermal probe, gauge method for temperature reading, easy and safe access.

Use vacuum sweeper in curb and gutter sections.
Clean area with approved method.

ITEM 438 - CLEANING AND SEALING JOINS:

The contractor will advise the Engineer of any loose or damaged seal joint areas not noted in the plans. Upon approval from the Engineer, these areas will be addressed and the Contractor compensated for such additional work.

After cleaning and sealing of joints, care will be taken to assure that the bent caps and abutment seats are clean of all debris. Cleaning and removal of this excess material will not be paid for directly but will be subsidiary to this item.

Class 3 – hot poured rubber sealant shall be used with ACP overlay.
Class 4 -low modulus silicone, nonsag shall be used on vertical faces on bridge elements.
Class 7 -low modulus silicone, rapid curing, self-leveling shall be used without ACP overlay and existing armor joints.
Refer to the 2024 Standard Specification for additional information.

ITEM 500 - MOBILIZATION:

"Materials-on-Hand" payments will not be considered in determining percentages used to compute mobilization payments.

ITEM 502 - BARRICADE, SIGNS AND TRAFFIC HANDLING:

Designate, as the Contractor Responsible Person (CRP), an English-speaking employee on-call nights and weekends (or any other time that work is not in progress) with a local address and telephone number for maintenance of signs and barricades. This employee will be located within one (1) hour of traveling time to the project site. Notify the Engineer in writing of the name, address and telephone number of this employee. Furnish this information to local law enforcement officials.

Comply with Article 7.2., "Safety."

The time frame for the Contractor to provide properly maintained traffic control devices before they are considered to be in non-compliance with this Item is 48-hours regardless of the days of the week involved after notification is done in writing by the Engineer.

When advanced warning flashing arrow panel(s) is/are specified, it is required to maintain one standby unit in good condition at the job site ready for immediate use.

Provide two-way radios in areas where flagmen do not have visual contact with one another or cannot communicate with one another.

Provide shadow vehicles equipped with Truck Mounted Attenuators (TMA) as shown on Traffic Control Plan (TCP) standards. TMAs shall conform to the requirements established in the TMUTCD and the Department's Compliant Work Zone Traffic Control List.

Limit lane closures to a maximum of 2 miles. If more than one lane closure location is desired,

provide a minimum of a 2 mile passing zone between locations. Provide a separate sign set up for each location.

Ensure equipment not in use, stockpile aggregate, and other working materials are:

A minimum of 30 feet from the edge of the travel lane.
Do not obstruct traffic or sight distance.
Do not interfere with the access from abutting property; or
Do not interfere with roadway drainage.

Erect signs in locations not obstructing the traveling public's view of the normal roadway signing or necessary sight distance at intersections and curves.

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.

ITEM 503 - PORTABLE CHANGEABLE MESSAGE SIGN:

Provide two (2) electronic portable changeable message signs as required by the Engineer. Provide backups and keep operational and available on the jobsite at all times during traffic control operations. The electronic portable changeable message signs will be made available for utilization for the entire duration of the project, including all alternative locations.

ITEM 505 - TRUCK MOUNTED ATTENUATOR (TMA) AND TRAILER:

Provide 2 Truck Mounted Attenuators as required by the Engineer. Provide backup and keep operational and available on the jobsite at all times during traffic control operations. The Truck Mounted Attenuators will be made available for utilization for the entire duration of the project, including all alternative locations.

ITEM 510 - ONE-WAY TRAFFIC CONTROL:

ITEM 666 - REFLECTORIZED PAVEMENT MARKINGS:

Reflectivity requirements for Type I will be as per Item 666.

Pavement sealer for pavement markings will be a Type II marking and will be installed after a minimum time of 7 days and not later than 14 days after the placement of the surface treatment, unless otherwise approved by the Engineer.

Install Type I pavement marking after a minimum of 7 days after the placement of pavement

sealer, unless otherwise approved by the Engineer.

Payment on Type I markings requiring retroreflective testing will be made at a 75% rate until passing test results are received.

CONTROL : 6470-27-001
PROJECT : RMC - 647027001
HIGHWAY : US0277
COUNTY : MAVERICK

TEXAS DEPARTMENT OF TRANSPORTATION

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

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

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION SEPTEMBER 1, 2024. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
ITEM 316 SEAL COAT <210><300><302><341><520>
ITEM 438 CLEANING AND SEALING JOINTS <454>
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING <503><505><510>
ITEM 503 PORTABLE CHANGEABLE MESSAGE SIGN
ITEM 505 TRUCK-MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)
ITEM 510 ONE-WAY TRAFFIC CONTROL
ITEM 662 WORK ZONE PAVEMENT MARKINGS <666><668><672><677>
ITEM 666 RETROREFLECTORIZED PAVEMENT MARKINGS <316><502><662><667> <677><678>
ITEM 668 PREFABRICATED PAVEMENT MARKINGS AND RUMBLE STRIPS <678>
ITEM 672 RAISED PAVEMENT MARKERS <677><678>
ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS <300> <302><315><316>

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

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

SPECIAL SPECIFICATIONS:

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

CHILD SUPPORT STATEMENT

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

CONFLICT OF INTEREST CERTIFICATION

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

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

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

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

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

E-VERIFY CERTIFICATION

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

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

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

Certification Regarding Disclosure of Public Information

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

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

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

By entering into Contract, the Contractor agrees to:

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

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

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

CERTIFICATION TO NOT BOYCOTT ISRAEL

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

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

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

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

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

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

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

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

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

CERTIFICATION TO NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS

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

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

This provision applies to a contract that:

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

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

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

Special Provision to Item 000
Nondiscrimination

1. DESCRIPTION

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

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

2. DEFINITION OF TERMS

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

3. NONDISCRIMINATION PROVISIONS

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

3.1. **Compliance with Regulations**. The Contractor must comply with the Regulations pertinent to nondiscrimination in federally assisted programs of the United States Department of Transportation 49 CFR 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

3.2. **Nondiscrimination**. The Contractor, regarding the work performed during the Contract, must not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor must not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3.3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, the Contractor must notify each potential subcontractor or supplier of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

3.4. **Information and Reports**. The Contractor must provide all information and reports required by the Regulations or directives issued pursuant thereto, and must permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Recipient or the Department to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor must so certify to the Recipient, or the Department as appropriate, and must set forth what efforts it has made to obtain the information.

3.5. **Sanctions for Noncompliance**. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Recipient must impose such Contract sanctions as it or the Department may

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

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

Special Provision 000
Important Notice to Contractors

1. GENERAL

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

2. 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.

4. DIVISION OVERSIGHT

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

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

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

5. PERFORMANCE REVIEW COMMITTEE

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

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

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

6. APPEALS PROCESS

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

Special Provision 000
Certificate of Interested Parties (Form 1295)

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

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

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

Special Provision 000
Important Notice to Contractors

Table 1
Daily Contract Administration Liquidated Damages

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

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

Special Provision to Item 316
Seal Coat

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

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

Applies to districtwide seal coat only.

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

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

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

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

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

Section 4.15., "Certification" is added.

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

Certification Levels.

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

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

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