Control	**6470-60-001**
Project	**RMC - 647060001**
Highway	**SH0035**
County	**ARANSAS**

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	**6470-60-001**
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PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2024 SPECIFICATIONS

WORK CONSISTING OF HOT MIX/NOVACHIP

ARANSAS 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 34 working days and will be accepted when fully completed and finished to the satisfaction of the Executive Director or designee.

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

THIRTY-SEVEN THOUSAND (Dollars) **($37,000)**

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	**6470-60-001**
Project	**RMC - 647060001**
Highway	**SH0035**
County	**ARANSAS**

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.

CUT HERE

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BIDDER'S CHECK RETURN

IMPORTANT

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

NOTE

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

RETURN BIDDERS CHECK TO (PLEASE PRINT):

Control	**6470-60-001**
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Highway	**SH0035**
County	**ARANSAS**

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.				
	348	7006		TBFC (MEMBRANE) DOLLARS and CENTS	GAL	26,152.000	1
	348	7007		TBFC PG76-22 SAC-A TY C DOLLARS and CENTS	TON	6,190.000	2
	351	7001		FLEXIBLE PAVEMENT STRUCTURE REPAIR(2") DOLLARS and CENTS	SY	2,400.000	3
	354	7024		PLAN & TEXT CONC PAV(0" TO 0.75") DOLLARS and CENTS	SY	323.000	4
	354	7079		PLAN ASPH CONC PAV (0.75") DOLLARS and CENTS	SY	4,929.000	5
	500	7001		MOBILIZATION DOLLARS and CENTS	LS	1.000	6
	502	7001		BARRICADES, SIGNS AND TRAFFIC HANDLING DOLLARS and CENTS	MO	2.000	7
	505	7001		TMA (STATIONARY) DOLLARS and CENTS	DAY	34.000	8
	506	7045		BIODEG EROSN CONT LOGS (INSTL) (18") DOLLARS and CENTS	LF	552.000	9
	506	7046		BIODEG EROSN CONT LOGS (REMOVE) DOLLARS and CENTS	LF	552.000	10
	662	7112		WK ZN PAV MRK SHT TERM (TAB)TY W DOLLARS and CENTS	EA	634.000	11

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	662	7114		WK ZN PAV MRK SHT TERM (TAB)TY Y-2 DOLLARS and CENTS	EA	640.000	12
	666	7018		REFL PAV MRK TY I (W)8"(DOT)(100MIL) DOLLARS and CENTS	LF	191.000	13
	666	7024		REFL PAV MRK TY I (W)8"(SLD)(100MIL) DOLLARS and CENTS	LF	2,888.000	14
	666	7030		REFL PAV MRK TY I (W)12"(SLD)(100MIL) DOLLARS and CENTS	LF	112.000	15
	666	7408		REFL PAV MRK TY I (W)6"(BRK)(100MIL) DOLLARS and CENTS	LF	3,169.000	16
	666	7411		REFL PAV MRK TY I (W)6"(SLD)(100MIL) DOLLARS and CENTS	LF	36,401.000	17
	666	7420		REFL PAV MRK TY I (Y)6"(BRK)(100MIL) DOLLARS and CENTS	LF	6,640.000	18
	666	7423		REFL PAV MRK TY I (Y)6"(SLD)(100MIL) DOLLARS and CENTS	LF	39,484.000	19
	668	7089		PREFAB PM TY C (W)(24")(SLD) DOLLARS and CENTS	LF	433.000	20
	668	7091		PREFAB PM TY C (W)(ARROW) DOLLARS and CENTS	EA	22.000	21
	668	7103		PREFAB PM TY C (W)(WORD) DOLLARS and CENTS	EA	18.000	22
	668	7127		PREFAB PM TY C (Y)(24")(SLD) DOLLARS and CENTS	LF	212.000	23

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	672	7002		REFL PAV MRKR TY I-C DOLLARS and CENTS	EA	326.000	24
	672	7004		REFL PAV MRKR TY II-A-A DOLLARS and CENTS	EA	1,309.000	25
	6033	7001		PORTABLE CHANGEABLE MESSAGE SIGN DOLLARS and CENTS	EA	68.000	26

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

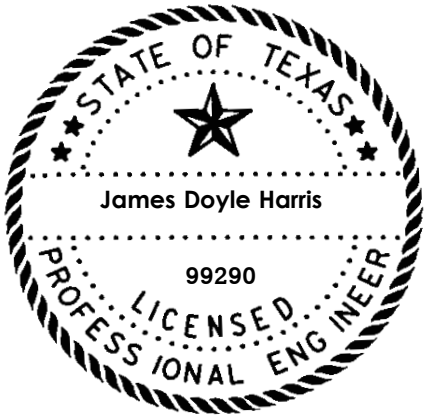
Control **6470-60-001**

Project **RMC - 647060001**

Highway **SH0035**

County **ARANSAS**

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.



The seal appearing on this document was authorized by

James Doyle Harris, P.E.

SEPTEMBER 30, 2024

Project Number: RMC 647060001

County: ARANSAS **Control:** 6470-60-001

Highway: SH 35

GENERAL NOTES:

General

Find, for your information and convenience, tools such as forms, software, materials, and various other information provided by the Department at https://www.txdot.gov/business.html. Please note that these tools are updated periodically and your attention is directed to the latest edition.

The contract shall commence upon the issuance of a work order by the Director of Maintenance or his representative. The project work will be completed within 34 working days of issuance of the work order with a renewal option available in accordance with Special Provision 004-003 "Scope of Work". This project consists of described maintenance work defined with the 2024 Texas Standard Specifications, General Notes, and Plans.

Locations may be added to the contract if funds become available.

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

All work will be scheduled and directed by the following named Area Engineer or their pre-authorized representative. Contract work will be required to be completed by July 1, 2025.

Fidencio Lopez, P.E. Fidencio.Lopez@txdot.gov

The Contractor shall contact the following named Maintenance Supervisors when commencing work within their respective area.

Jeremiah Boehme Jeremiah.Boehme@txdot.gov

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

Sweep, clean and remove any construction waste, surplus materials or debris from the roadway and right of way at the end of each day unless otherwise approved. The work performed will not be measured or paid for directly, but will be subsidiary to pertinent Items.

Asphalt application season will be established in accordance with Item 316.4.4 Adverse Weather Conditions or as directed by the Engineer.

Project Number: RMC 647060001

County: ARANSAS **Control:** 6470-60-001

Highway: SH 35

Cut existing pavement using a saw or other approved method to ensure a neat transverse and/or longitudinal line to assure a smooth tie-in with new pavement. Cut to a minimum depth of the final lift thickness. The work performed will not be measured or paid for directly, but will be subsidiary to pertinent Items.

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

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

ITEM 2: Instructions to Bidders

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

Fidencio Lopez, P.E. Fidencio.Lopez@txdot.gov
Chandler Williams, P.E. Chandler.Williams@txdot.gov

Questions may be submitted via the Letting Pre-Bid Q&A web page. This webpage can be accessed from the Notice to Contractors dashboard located at the following Address:
https://tableau.txdot.gov/views/ProjectInformationDashboard/NoticetoContractors

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

The Letting Pre-Bid Q&A web page for each project can be accessed by using the dashboard to navigate to the project you are interested in by scrolling or filtering the dashboard using the controls on the left. Hover over the blue hyperlink for the project you want to view the Q&A for and click on the link in the window that pops up.
It is recommended that prospective bidders examine the specified work locations with the Engineer to view the nature of the work, the need for close coordination with the various utilities, traffic control considerations, and other factors influencing the prosecution of the work.

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

View plans on-line or download from the web at:
https://www.dot.state.tx.us/business/plansonline/ftpinfo.htm .

Order plans from any of the plan reproduction companies shown on the web at:
http://www.dot.state.tx.us/gsd/plans/companies.htm .

Project Number: RMC 647060001

County: ARANSAS **Control:** 6470-60-001

Highway: SH 35

ITEM 5: Control of the Work

Questions regarding the plan work limits should be brought to the Engineer's attention prior to commencing work. Measuring equipment will be in working condition and calibrated to the manufacturer's specifications.

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

Verify the locations of utilities, underground or overhead, shown within the limits of the right-of-way. Adhere to OSHA Standards when working within the vicinity of overhead power lines.

The Contractor shall be required to contact the TxDOT Traffic Signals Shop for line locates of their signal, illumination, and fiber optic facilities.

Coordinate with utility companies, City, and TxDOT and notify the Engineer of any possible conflicts. The work performed will not be measured or paid for directly, but will be subsidiary to pertinent Items.

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

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

Establish and mark the location of existing standard pavement markings including but not limited to edge lines, transitions, passing and no passing zones, gore areas, etc.

ITEM 7: Legal Relationships and Responsibilities

The work performed for Item 7.2.4, "Public Safety and Convenience" will not be measured or paid for directly, but will be subsidiary to pertinent Items.

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

The total disturbed area for this project is 0.00 acres. The disturbed area in this project, all project locations in the Contract, and Contractor project specific locations (PSLs), within 1 mile of the project limits, for the Contract will further establish the authorization requirements for storm water discharges. The Department will obtain an authorization to discharge storm water from the Texas Commission on Environmental Quality (TCEQ) for the construction activities shown on the plans. The Contractor is to obtain any required authorization from the TCEQ for

any Contractor PSLs for construction support activities on or off ROW. When the total area disturbed for all projects in the Contract and PSLs within 1 mile of the project limits exceeds 5 acres, provide a copy of the Contractor NOI for PSLs on the ROW to the Engineer.

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

ITEM 8: Prosecution and Progress

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

Submit an updated progress schedule every month or as directed in to show proposed major changes, changes affection compliance with the contract requirements, or changes affecting the critical path/controlling item of work.

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

Work above traffic is not allowed.

Weekend and night time work will be allowed if approved by the Engineer. Requests for weekend work shall be made at least 48 hours in advance of weekend or nighttime work.

The Engineer reserves the right to change working hours as working conditions warrant.

ITEM 302: Aggregates for Surface Treatments

As per sampling guidelines, the Engineer will sample Contractor provided pre-coated aggregate for approval, prior to delivery. After approval, the Engineer reserves the right to reject any pre-coated aggregate which is improperly coated or otherwise unsatisfactory for use.

If asphalt emulsion is used, the Engineer shall approve the pre-coat material for the aggregate.

Notify the Engineer at least forty-eight (48) hours prior to delivery to a stockpile location, unless otherwise directed by the Engineer. As per sampling guidelines, all aggregate is subject to testing after delivery to the job site.

Project Number: RMC 647060001

County: ARANSAS **Control:** 6470-60-001

Highway: SH 35

When preparing stockpile area(s), stockpile(s) is/are to be placed within State ROW at the location(s) determined by the Engineer. Stockpiles are to be placed so that they neither obstruct traffic nor interfere with roadway drainage. Any location that has been damaged during stockpiling or seal coat operations shall be repaired to the satisfaction of the Engineer at the Contractor's expense.

Deliver aggregate in end-dump haul trucks. Place each load individually and adjacent to the previous end-dump placement unless otherwise directed by the Engineer.

Before beginning work, furnish a certified copy of the legal gross weight of each vehicle hauling materials and certified measurements for each vehicle hauling material by volume.

Provide appropriate traffic control and qualified personnel at all stockpile locations during delivery.

Temporary sediment control fence shall be used around stockpile location(s) and/or as directed by the Engineer. This will not be paid for directly but shall be subsidiary to pertinent Items.

ITEM 320: Equipment for Asphalt Concrete Pavement

Provide the type of windrow pick-up equipment prior to beginning paving operations.

Use of a motor grader shall not be permitted unless approved by the Engineer.

ITEM 348: Thin Bonded Friction Course

Use asphalt with a PG binder of 76-22.

Lime shall be used as an antistripping agent at a rate of 1% in accordance with Item 301, "Asphalt Antistripping Agents."

Provide aggregates with a minimum surface aggregate classification (SAC) of "A" unless otherwise shown. SAC requirements apply to aggregates used on all final roadway surfaces, including shoulders.

Class B virgin (non-recycled) aggregate will not be allowed.

The use of Reclaimed Asphalt Pavement (RAP) or Recycled Asphalt Shingles (RAS) will not be allowed on surface mixtures.

The contractor will not be compensated for excess thin bonded friction course material placed and removed from irregular areas due to contractor placement methods.

Project Number: RMC 647060001

County: ARANSAS **Control:** 6470-60-001

Highway: SH 35

ITEM 354: Planning and Texturing Pavement

Reclaimable asphalt material (RAP) may be incorporated into the project. Incorporate the RAP (not including PFC) into the backfill for pavement edges or as approved. Any excess RAP will be stockpiled and delivered to the Rockport Maintenance Office at 1401 FM 3036, ROCKPORT, TX 78382. Coordinate with Wayne Scott for delivery and logistics.

ITEM 500: Mobilization

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

ITEM 502: Barricades, Signs, and Traffic Handling

Traffic Control Plan (TCP) items listed in standard sheets as optional, such as arrow panels and TMAs, are required.

Furnish additional barricades, signs, and traffic handling as directed. The work performed will not be measured or paid for directly, but will be subsidiary to pertinent Items.

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

Project limit barricades shall be required for each work area, and conform to BC (2)-21.

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

The Contractor's Responsible Person (CRP) or his representative(s) shall be located within one hour of traveling time to the project site(s). The Contractor shall notify the Engineer in writing of the name, physical address, and telephone number of this employee or these employees. The Engineer shall furnish this information to local law enforcement officials.

Maintain traffic control devices by taking corrective action as soon as possible. Complete corrective action **within forty-eight (48) hours of written notification** regardless of the day of the week involved, unless otherwise directed.

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

An off-duty law enforcement allowance will be set by the Engineer for each location. Any costs exceeding this allowance will be at the expense of the Contractor.

ITEM 503: Portable Changeable Message Sign

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

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

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

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

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

Portable changeable message signs may be moved and message changed at any time as deemed necessary by the Engineer. This will be considered subsidiary to Item 503.

ITEM 504: Field Office and Laboratory

A field office shall not be required for this project.

Provide one (1) Type D Structure (Asphalt Mix Control Laboratory). This lab shall be for TxDOT use only and shall be a separate structure from the Contractor’s facilities. Provide 2 sets of keys to the lab.

Apply for and secure permits necessary for the buildings, and pay all utility meter deposits and service bills. The work performed will not be measured or paid for directly, but will be subsidiary to pertinent Items.

Maintain all mechanical, electrical and plumbing facilities at all times.

Furnish and install adequate equipment, outlets, lighting, air conditioning, heating and ventilation as approved. Arrange and install outlets as directed with no less than 1 outlet per wall. Portable toilets will not be allowed.

Use support blocks for stability and tied down portable structures according to applicable zoning requirements or as directed.

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Provide ONE (1) EYE WASH STATION, ONE (1) FIRE EXTINGUISHER, and ONE (1) FIRST AID KIT at each facility.

Provide doors with a minimum width of 36 inches and 80 inches in height. Secure all exterior openings with bars.

Provide electrical service for the asphalt content by Ignition Method.

ITEM 505: Truck Mounted Attenuators (TMAs)

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

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

TMAs are paid by the each shall be available for the duration of the project. Relocation of TMAs will be as directed by the Engineer, and will be considered subsidiary to this Item.

ITEM 506: Temporary Erosion, Sedimentation, and Environmental Controls

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

Temporary sediment control fence is to be used around the stockpile location(s) and/or as directed by the Engineer. This will not be paid for directly but shall be subsidiary to pertinent Items.

It is the Contractor's responsibility to avoid excess or loose aggregate from entering adjacent storm drains. Biodegradable erosion control logs shall be placed at inlets before the start of milling operations and maintained in place until after final sweeping before opening to traffic. The work performed will not be measured or paid for directly, but shall be subsidiary to pertinent Items and will be approved by the Engineer prior to use.

Biodegradable erosion control logs and/or silt fence will be checked and cleared of debris or sediment, as well as maintained, by the Contractor at least once a week. Biodegradable erosion control logs will also be checked and cleared of any debris or sediment after a ½" rain event or more. These tasks will be considered subsidiary to pertinent Item.

Cleaning of asphaltic equipment will be done in such a manner that will not leave any petroleum contaminants in the ROW. Any petroleum products spilled will be cleaned up and disposed of properly. No construction waste materials will be buried within the ROW.

Project Number: RMC 647060001

County: ARANSAS **Control:** 6470-60-001

Highway: SH 35

Project Number: RMC 647060001

County: ARANSAS **Control:** 6470-60-001

Highway: SH 35

ITEM 585: Ride Quality for Pavement Surfaces

Use Surface Test Type B and Pay Adjustment Schedule 3 to evaluate ride quality of the travel lanes in accordance with Item 585, "Ride Quality for Pavement Surfaces."

ITEM 662: Work Zone Pavement Markings

Use temporary flexible-reflective roadway marker tabs at the beginning and end of no passing zones as shown on the WZ(STPM)-23 for hot mix overlays.

ITEM 666: Retroreflectorized Pavement Markings

Establish and mark the location of existing standard pavement markings including but not limited to edge lines, transitions, passing and no passing zones, gore areas, etc.

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

**********SPECIFICATION DATA**********

UNIT WEIGHT ESTIMATES

ITEM 348
TBFC (MEMBRANE) ---------- 0.2 GAL/SY
3/4" TBFC PG76-22 SAC-A TY-C ---------- 100 LBS/SY

LAW ENFORCEMENT PERSONNEL CALCULATION AND BASIS

2 LAW ENFORCEMENT PER NIGHT FOR 10 HOURS AT $70 = $1,400
$1,400 x 17 WORKING DAYS PER MONTH = $28,000 PER MONTH ALLOWANCE

CONTROL : 6470-60-001
PROJECT : RMC - 647060001
HIGHWAY : SH0035
COUNTY : ARANSAS

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 348 THIN BONDED FRICTION COURSES <300><301><320><504><520><585>
ITEM 351 FLEXIBLE PAVEMENT STRUCTURE REPAIR <132><204><247><260><275><276><292><310><316><330><334><341>
ITEM 354 PLANING AND TEXTURING PAVEMENT
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING <503><505><510>
ITEM 505 TRUCK-MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)
ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS <161><432><556>
ITEM 662 WORK ZONE PAVEMENT MARKINGS <666><668><672><677>
ITEM 666 RETROREFLECTORIZED PAVEMENT MARKINGS <316><502><662><667><677><678>
ITEM 668 PREFABRICATED PAVEMENT MARKINGS AND RUMBLE STRIPS <678>
ITEM 672 RAISED PAVEMENT MARKERS <677><678>

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 4 (004---003)

SPECIAL SPECIFICATIONS:

ITEM 6033 PORTABLE CHANGEABLE MESSAGE SIGN

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 4
Scope of Work

Item 4, ‘‘Scope of Work,’’ 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 4.4., ‘‘Changes in the Work,’’ is supplemented by the following.

When mutually agreed in writing, the Engineer may extend the Contract if the Contractor has satisfactorily fulfilled the terms and conditions of the Contract. The extension may be for an additional period of 1 yr. and may include additional quantities up to the original bid quantities plus any quantities added by change order. The extension will meet the terms and conditions of the Contract. Execute the extension before the final acceptance of the Contract unless agreed upon by the Engineer. The Contract and the extension will be prosecuted consecutively. Only one extension will be allowed.

Special Specification 6033
Portable Changeable Message Sign

1. DESCRIPTION

Furnish, operate, and maintain portable trailer mounted changeable message sign (PCMS) units.

2. MATERIALS

Furnish new or used material in accordance with the requirements of this Item and the details shown on the plans. Provide a self-contained PCMS unit with the following.

- sign controller
- changeable Message Sign
- trailer
- power source

Paint the exterior surfaces of the power supply housing, supports, trailer, and sign with Federal Orange No. 22246 or Federal Yellow No. 13538 of Federal Standard 595C, except paint the sign face assembly flat black.

2.1. **Sign Controller**. Provide a controller with permanent storage of a minimum of 75 pre-programmed messages. Provide an external input device for random programming and storage of a minimum of 75 additional messages. Provide a controller capable of displaying up to 3 messages sequentially. Provide a controller with adjustable display rates. Enclose sign controller equipment in a lockable enclosure.

2.2. **Changeable Message Sign**. Provide a sign capable of being elevated to at least 7 ft. above the roadway surface from the bottom of the sign. Provide a sign capable of being rotated 360° and secured against movement in any position.

Provide a sign with 3 separate lines of text and 8 characters per line minimum. Provide a minimum 18 in. character height. Provide a 5 × 7 character pixel matrix. Provide a message legibility distance of 600 ft. for nighttime conditions and 800 ft. for normal daylight conditions. Provide for manual and automatic dimming light sources.

The following are descriptions for 3 screen types of PCMS:

- **Character Modular Matrix**. This screen type comprises of character blocks.
- **Continuous Line Matrix**. This screen type uses proportionally spaced fonts for each line of text.
- **Full Matrix**. This screen type uses proportionally spaced fonts, varies the height of characters, and displays simple graphics on the entire sign.

2.3. **Trailer**. Provide a 2-wheel trailer with square top fenders, 4 leveling jacks, and trailer lights. Do not exceed an overall trailer width of 96 in. Shock-mount the electronics and sign assembly.

2.4. **Power Source**. Provide a diesel generator, solar powered power source, or both. Provide a backup power source as necessary.

2.5. **Cellular Telephone**. When shown on the plans, provide a 4G LTE (long-term evolution) cellular telephone connection to communicate with the PCMS unit remotely. The PCMS unit needs to be TxDOT Advanced Traffic Management System (ATMS) compatible to be able to control and to post messages remotely.

3. CONSTRUCTION

Place or relocate PCMS units as shown on the plans or as directed. The plans will show the number of PCMS units needed, for how many days, and for which construction phases.

Maintain the PCMS units in good working condition. Repair damaged or malfunctioning PCMS units as soon as possible. PCMS units will remain the property of the Contractor.

4. MEASUREMENT

This Item will be measured by each PCMS or by the day used. All PCMS units must be set up on a work area and operational before a calendar day can be considered measurable. When measurement by the day is specified, measure for each PCMS set up and operational on the worksite for at least minimum 18 hr. in 24-hr. period to charge as a day.

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 "Portable Changeable Message Sign." This price is full compensation for PCMS units; set up; relocating; removing; replacement parts; batteries (when required); fuel, oil, and oil filters (when required); cellular telephone charges (when required); software; and equipment, materials, tools, labor, and incidentals.