

Control	6420-53-001
Project	RMC - 642053001
Highway	US0059
County	FORT BEND

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.

This page intentionally left blank.

Control	6420-53-001
Project	RMC - 642053001
Highway	US0059
County	FORT BEND

PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2024 SPECIFICATIONS

WORK CONSISTING OF REFLECTIVE PAVEMENT MARKINGS (GRAPHICS) FORT BEND 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 365 calendar days and will be accepted when fully completed and finished to the satisfaction of the Executive Director or designee.

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

ELEVEN THOUSAND (Dollars) (\$11,000)

A bid bond may be used as the required proposal guaranty. The bond form may be detached from the proposal for completion. The proposal may not be disassembled to remove the bond form. The bond must be in accordance with Item 2 of the specifications.

Any addenda issued amending this proposal and/or the plans that have been acknowledged by the bidder, become part of this proposal.

By signing the proposal the bidder certifies:

1. the only persons or parties interested in this proposal are those named and the bidder has not directly or indirectly participated in collusion, entered into an agreement or otherwise taken any action in restraint of free competitive bidding in connection with the above captioned project.
2. in the event of the award of a contract, the organization represented will secure bonds for the full amount of the contract.
3. the signatory represents and warrants that they are an authorized signatory for the organization for which the bid is submitted and they have full and complete authority to submit this bid on behalf of their firm.
4. that the certifications and representations contained in the proposal are true and accurate and the bidder intends the proposal to be taken as a genuine government record.

• **Signed:** **

(1) _____ (2) _____ (3) _____

Print Name:

(1) _____ (2) _____ (3) _____

Title:

(1) _____ (2) _____ (3) _____

Company:

(1) _____ (2) _____ (3) _____

- Signatures to comply with Item 2 of the specifications.

**Note: Complete (1) for single venture, through (2) for joint venture and through (3) for triple venture.

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

NOTICE TO CONTRACTORS

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

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

TEXAS DEPARTMENT OF TRANSPORTATION

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, (Contractor Name) _____

Hereinafter called the Principal, and (Surety Name) _____

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

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

Control	6420-53-001
Project	RMC - 642053001
Highway	US0059
County	FORT BEND

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

Signed this _____ Day of _____ 20_____

By: _____
(Contractor/Principal Name)

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

*By: _____
(Surety Name)

(Signature of Attorney-in-Fact)

Impressed
Surety Seal
Only

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

This form may be removed from the proposal.

This page intentionally left blank.

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	6420-53-001
Project	RMC - 642053001
Highway	US0059
County	FORT BEND

IMPORTANT

PLEASE RETURN THIS SHEET IN ITS ENTIRETY

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

Check Received By: _____ Date: _____

Title: _____

For (Contractor's Name): _____

Project _____ County _____

This page intentionally left blank.

NOTICE TO THE BIDDER

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

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

\$ _____
Total Bid Amount

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

ALT	ITEM	DESC	SP	Bid Item Description	Unit	Quantity	Bid Price	Amount	Seq
	I04	509	X	REMOV CONC (SDWLK)	MSY	266.400	\$10.000	\$2,664.00	1
Total Bid Amount							\$2,664.00		

Signed _____
 Title _____
 Date _____

Additional Signature for Joint Venture:

Signed _____
 Title _____
 Date _____

EXAMPLE OF BID PRICES SUBMITTED BY COMPUTER PRINTOUT

EXAMPLE

EXAMPLE

EXAMPLE

EXAMPLE

EXAMPLES

BID PRICES SUBMITTED BY HAND WRITTEN FORMAT

ALT	ITEM-CODE			UNIT BID PRICE <u>ONLY</u> WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC NO	S.P. NO.				
	190	026		RED OAK 1 1/2 - 1 3/4 GAL BB	EA	9.000	1
					L	E	

Unit price for each plant in place

	249	014		FLEX BASE(DEL)(DENSOT)(TY A GR4 CL2)	TON	56,787.00	14
					L	E	

Unit price for each ton of Flexible Base

	430	001	001	CL A CONC FOR EXT STR (CULV)	CY	45.000	27
					L	E	

Unit price for each cubic yard of Concrete

	610	007	001	RDWY ILL ASSEM(TY ST 50T-8-8)(.4 KW)S	EA	13.000	7
					L	E	

Unit price of each Roadway Illumination Assembly

EXAMPLE

EXAMPLE

EXAMPLE

EXAMPLE

This page intentionally left blank.

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	500	7002		MOBILIZATION (CALLOUT) DOLLARS and CENTS	EA	30.000	1
	505	7001		TMA (STATIONARY) DOLLARS and CENTS	DAY	60.000	2
	505	7003		TMA (MOBILE OPERATION) DOLLARS and CENTS	DAY	60.000	3
	666	7009		REFL PAV MRK TY I (W)6"(DOT)(100MIL) DOLLARS and CENTS	LF	750.000	4
	666	7018		REFL PAV MRK TY I (W)8"(DOT)(100MIL) DOLLARS and CENTS	LF	300.000	5
	666	7024		REFL PAV MRK TY I (W)8"(SLD)(100MIL) DOLLARS and CENTS	LF	25,000.000	6
	666	7027		REFL PAV MRK TY I (W)12"(LNDP)(100MIL) DOLLARS and CENTS	LF	300.000	7
	666	7030		REFL PAV MRK TY I (W)12"(SLD)(100MIL) DOLLARS and CENTS	LF	10,000.000	8
	666	7036		REFL PAV MRK TY I (W)24"(SLD)(100MIL) DOLLARS and CENTS	LF	7,000.000	9
	666	7042		REFL PAV MRK TY I (W)(ARROW)(100MIL) DOLLARS and CENTS	EA	200.000	10
	666	7045		REFL PAV MRK TY I(W)(DBL ARROW)(100MIL) DOLLARS and CENTS	EA	24.000	11

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	666	7051		REFL PAV MRK TY I(W)(UTURN ARW)(100MIL) DOLLARS and CENTS	EA	28.000	12
	666	7060		REFL PAV MRK TY I(W)(LNDP ARW)(100MIL) DOLLARS and CENTS	EA	40.000	13
	666	7066		REFL PAV MRK TY I (W)(WORD)(100MIL) DOLLARS and CENTS	EA	200.000	14
	666	7081		REFL PAV MRK TY I (W)(RR XING)(100MIL) DOLLARS and CENTS	EA	15.000	15
	666	7087		REF PAV MRK TY I(W)18"(YLD TRI)(100MIL) DOLLARS and CENTS	EA	60.000	16
	666	7090		REF PAV MRK TY I(W)36"(YLD TRI)(100MIL) DOLLARS and CENTS	EA	60.000	17
	666	7114		REFL PAV MRK TY I (Y)8"(SLD)(100MIL) DOLLARS and CENTS	LF	15,000.000	18
	666	7117		REFL PAV MRK TY I (Y)12"(SLD)(100MIL) DOLLARS and CENTS	LF	4,000.000	19
	666	7123		REFL PAV MRK TY I (Y)24"(SLD)(100MIL) DOLLARS and CENTS	LF	2,000.000	20
	666	7138		RE PV MRK TY I(BLACK)6"(SHADOW)(100MIL) DOLLARS and CENTS	LF	300.000	21
	666	7215		RE PM TY II (Y) 12" (SLD) DOLLARS and CENTS	LF	1,500.000	22
	666	7290		TY I HIGH PERF PM (W)6"(BRK)(100MIL) DOLLARS and CENTS	LF	7,000.000	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	7293		TY I HIGH PERF PM (W)6"(SLD)(100MIL) DOLLARS and CENTS	LF	50,000.000	24
	666	7302		TY I HIGH PERF PM (Y)6"(BRK)(100MIL) DOLLARS and CENTS	LF	5,000.000	25
	666	7305		TY I HIGH PERF PM (Y)6"(SLD)(100MIL) DOLLARS and CENTS	LF	35,000.000	26
	666	7347		PAVEMENT SLER 6" DOLLARS and CENTS	LF	98,050.000	27
	666	7348		PAVEMENT SLER 8" DOLLARS and CENTS	LF	40,300.000	28
	666	7350		PAVEMENT SLER 12" DOLLARS and CENTS	LF	15,800.000	29
	666	7352		PAVEMENT SLER 24" DOLLARS and CENTS	LF	9,000.000	30
	666	7353		PAVEMENT SLER (ARROW) DOLLARS and CENTS	EA	200.000	31
	666	7354		PAVEMENT SLER (WORD) DOLLARS and CENTS	EA	200.000	32
	666	7356		PAVEMENT SLER (DBL ARROW) DOLLARS and CENTS	EA	24.000	33
	666	7358		PAVEMENT SLER (UTURN ARROW) DOLLARS and CENTS	EA	28.000	34
	666	7359		PAVEMENT SLER (LN REDUCT ARROW) DOLLARS and CENTS	EA	40.000	35

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	666	7364		PAVEMENT SLER (RR XING) DOLLARS and CENTS	EA	15.000	36
	666	7365		PAVEMENT SLER (YLD TRI) DOLLARS and CENTS	EA	120.000	37
	666	7367		PAVEMENT SLER (NUMBER) DOLLARS and CENTS	EA	5.000	38
	668	7102		PREFAB PM TY C (W)(NUMBER) DOLLARS and CENTS	EA	5.000	39
	672	7004		REFL PAV MRKR TY II-A-A DOLLARS and CENTS	EA	2,500.000	40
	672	7006		REFL PAV MRKR TY II-C-R DOLLARS and CENTS	EA	3,500.000	41
	677	7002		ELIM EXT PM & MRKS (6") DOLLARS and CENTS	LF	98,050.000	42
	677	7004		ELIM EXT PM & MRKS (8") DOLLARS and CENTS	LF	40,300.000	43
	677	7006		ELIM EXT PM & MRKS (12") DOLLARS and CENTS	LF	15,800.000	44
	677	7008		ELIM EXT PM & MRKS (24") DOLLARS and CENTS	LF	9,000.000	45
	677	7009		ELIM EXT PM & MRKS (ARROW) DOLLARS and CENTS	EA	200.000	46
	677	7010		ELIM EXT PM & MRKS (DBL ARROW) DOLLARS and CENTS	EA	24.000	47

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	677	7012		ELIM EXT PM & MRKS (UTURN ARROW) DOLLARS and CENTS	EA	28.000	48
	677	7014		ELIM EXT PM & MRKS (NUMBER) DOLLARS and CENTS	EA	5.000	49
	677	7015		ELIM EXT PM & MRKS (WORD) DOLLARS and CENTS	EA	200.000	50
	677	7019		ELIM EXT PM & MRKS (RR XING) DOLLARS and CENTS	EA	15.000	51
	677	7023		ELIM EXT PM & MRKS (18")(YLD TRI) DOLLARS and CENTS	EA	60.000	52
	677	7024		ELIM EXT PM & MRKS (36")(YLD TRI) DOLLARS and CENTS	EA	60.000	53
	678	7002		PAV SURF PREP FOR MRK (6") DOLLARS and CENTS	LF	98,050.000	54
	678	7004		PAV SURF PREP FOR MRK (8") DOLLARS and CENTS	LF	40,300.000	55
	678	7006		PAV SURF PREP FOR MRK (12") DOLLARS and CENTS	LF	15,800.000	56
	678	7008		PAV SURF PREP FOR MRK (24") DOLLARS and CENTS	LF	9,000.000	57
	678	7009		PAV SURF PREP FOR MRK (ARROW) DOLLARS and CENTS	EA	200.000	58
	678	7010		PAV SURF PREP FOR MRK (DBL ARROW) DOLLARS and CENTS	EA	24.000	59

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	678	7012		PAV SURF PREP FOR MRK (UTURN ARR) DOLLARS and CENTS	EA	28.000	60
	678	7015		PAV SURF PREP FOR MRK (NUMBER) DOLLARS and CENTS	EA	5.000	61
	678	7016		PAV SURF PREP FOR MRK (WORD) DOLLARS and CENTS	EA	200.000	62
	678	7020		PAV SURF PREP FOR MRK (RR XING) DOLLARS and CENTS	EA	15.000	63
	678	7022		PAV SURF PREP FOR MRK (18")(YLD TRI) DOLLARS and CENTS	EA	60.000	64
	678	7023		PAV SURF PREP FOR MRK (36")(YLD TRI) DOLLARS and CENTS	EA	60.000	65

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

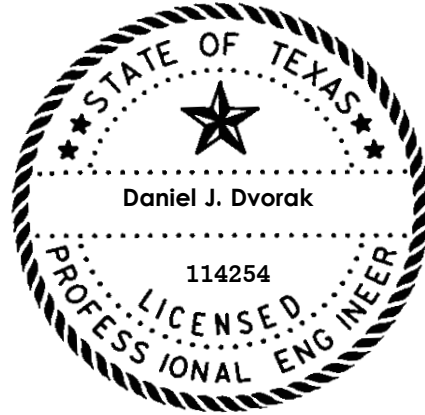
- B. If this proposal is the low bid, the bidder agrees to provide the following information prior to award of the contract.

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 6420-53-001
Project RMC - 642053001
Highway US0059
County FORT BEND

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
Daniel J. Dvorak, P.E.
AUGUST 05, 2024

County: Fort Bend

Sheet

Highway: US 59, etc.

Control: 6420-53-001

GENERAL NOTES

SUPERVISION:

All work will be scheduled and directed by, and request for payment addressed to:

Juan Mata
Fort Bend Area Maintenance Supervisor
4235 SH 36 South
Rosenberg, Texas 77471
(281) 238-7950

General:

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

Daniel J. Dvorak, P.E.
Phone: (281) 238-7915
Email: Daniel.Dvorak@txdot.gov

Juan Mata
Phone: (281) 238-7950
Email: Juan.Mata@txdot.gov

Submit any questions about this project via the “Letting Pre-Bid Q&A” web page, located at:

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

The “Letting Pre-Bid Q&A” web page for each project can be accessed by scrolling or filtering the dashboard using the controls on the left side to navigate to the project. Hover over the blue hyperlink of the project to view the Q&A and click on the link in the window that pops up.

This is a Routine Maintenance Non-Site-Specific Call-Out contract.

The Contractor will begin call out work within the required time for each work order. Work orders are expected to be completed per the contract plans within the number of days allowed for each work order. All call out work orders will have a begin date and number of working days. The Contractor will begin work within 48 hours of notification for routine call outs, unless otherwise approved by the Engineer. Work will be completed within the required number of working days. The Contractor will begin work within 2 hours of notification for emergency call outs and complete within 7 hours, unless otherwise approved by the Engineer. Failure to begin work within the required time and proceed to completion within the required time will result in the assessment of liquidated damages.

Have one crew available for placing pavement markings for the duration of the contract.

Plan and execute all work in a neat manner.

Highway: US 59, etc.

Control: 6420-53-001

Perform work on an as-needed basis where directed.

The Engineer will determine the exact location of a day's work.

Notify the Department by 7:30 a.m. when scheduled work is cancelled for any reason.

Record the beginning and ending stations of any no passing zones in the field before beginning the overlay. Restripe the no passing zones immediately after the overlay in the same locations, unless otherwise shown in the plans, or otherwise directed.

The following standard detail sheets are modified:

Modified Standards

TCP (1-2)-18 (MOD)

TCP (2-2)-18 (MOD)

Locate equipment or materials, temporarily stored on State right of way during non-working hours, at least 30 feet from the edge of the pavement.

References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved, except for roadway illumination, electrical, and traffic signal items.

Tolls incurred by the Contractor are subsidiary to the various bid items.

Procure permits and licenses, which are to be issued by the City, County, or Municipal Utility District.

General: Site Management

Do not mix or store materials, or store or repair equipment, on top of concrete pavement or bridge decks unless authorized by the Engineer. Permission will be granted to store materials on surfaces if no damage or discoloration will result.

Personal vehicles of employees are not permitted to park within the right of way, including sections closed to public traffic. Employees may park on the right of way at the Contractor's office, equipment, and materials storage yard sites.

Assume ownership of debris and dispose of at an approved location. Do not dispose of debris on private property unless approved in writing by the District Engineer.

General: Traffic Control and Construction

When design details are not shown on the plans, provide signs and arrows conforming to the latest "Standard Highway Sign Designs for Texas" manual.

Existing pavement markings removed or damaged by more than 20 ft. will be replaced with temporary striping. Temporary striping shall be paint based unless otherwise directed by the engineer. This work will be considered incidental to the item of work.

General: Utilities

If the Contractor damages or causes damage (breaks, leaks, nicks, dents, gouges, etc.) to the utility, contact the utility facility owner or operator immediately.

Be aware that an operational Computerized Transportation Management System (CTMS) exists within the limits of this project and that the system must remain operational throughout construction. If the Contractor damages or causes damage to this system, repair such damage within 8 hours of occurrence at no cost to the Department. In the event of system damage, notify the Director of Traffic Management Systems at 713-881-3283 within one hour of occurrence. Failure of the Contractor to repair damage to the main fiber optic cable and CCTV cable trunk lines, which convey all corridor information to TranStar, will result in the Contractor being billed for the full cost of emergency repairs.

At least 72 hours before starting work, make arrangements for locating existing Department-owned above ground and underground fiber optic, communications, power, illumination, and traffic signal cabling and conduit. Do this by calling the Department's Houston District Traffic Signal Operations Office at 713-802-5662, or by e-mailing the Department's Houston District Traffic Signal Operations Office at HOU-LocateRequest@txdot.gov, to schedule marking of underground lines on the ground. Use caution if working in these areas to avoid damaging or interfering with existing facilities.

If overhead or underground power lines need to be de-energized, contact the electrical service provider to perform this work. Costs associated with de-energizing the power lines or other protective measures required are at no expense to the Department.

If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.

Item 7: Legal Relations and Responsibilities

This project does not require a U.S. Army Corps of Engineers (USACE) Section 404 Permit before letting, but if a permit is needed during construction, assume responsibility for preparing the permit application. Submit the permit application to the Department's District Environmental Section for approval. Once the permit application is approved, the Department will submit it to the USACE. Assume responsibility for the requested revisions, in coordination with the Department's District Environmental Section.

If the work is on or in the vicinity of an at-grade railroad crossing, involves incidental work on railroad right of way, or involves construction of a railroad grade separation structure, notify the railroad company's Division Engineer and the Department's Project Engineer at least 30 days before performing any work on the railroad right of way and make arrangements for railroad flaggers unless otherwise shown in the contract. Obtain the required Railroad Right of Entry

Highway: US 59, etc.

Control: 6420-53-001

Permit from the railroad company. Payment of applicable permit fees is the responsibility of the Contractor. Acquiring the Railroad Right of Entry Permit is a lengthy process, allow sufficient time for this.

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

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

In addition to lane closures, cease work 3 days before the predicted hurricane landfall on or near the roadway that adversely impacts the flow of traffic and reduces the capacity of the highway during an evacuation. Vehicles of the Contractor, subcontractors, or material suppliers will not be allowed to enter or exit the traffic stream, including those for the purpose of material hauling and delivery, and mobilization or demobilization of equipment. When directed, this prohibition will include a reasonable time period for the evacuees to return to their point of origin.

No significant traffic generator events have been identified.

Item 8: Prosecution and Progress

Working days will be computed and charged based on a calendar day workweek in accordance with Section 8.3.1.5.

Item 500: Mobilization

This contract consists of Call-out Mobilization for routine work and Emergency Mobilization for any emergency or unexpected work.

Item 502: Barricades, Signs and Traffic Handling

Use a traffic control plan for handling traffic through the various phases of construction. Follow the phasing sequence unless otherwise agreed upon by the Area Engineer and the Project Manager. Ensure this plan conforms to the latest "Texas Manual on Uniform Traffic Control Devices" and the latest Barricade and Construction (BC) Standard Sheets.

Submit changes to the traffic control plan to the Area Engineer. Provide a layout showing the construction phasing, signs, striping, and signalizations for changes to the original traffic control plan.

Furnish and maintain the barricades and warning signs, including the necessary temporary and portable traffic control devices, during the various phases of construction. Place and construct

Highway: US 59, etc.

Control: 6420-53-001

these barricades and warning signs in accordance with the latest “Texas Manual on Uniform Traffic Control Devices” for typical construction layouts.

Cover work zone signs when work related to the signs is not in progress, or when any hazard related to the signs no longer exists.

Keep the delineation devices, signs, and pavement markings clean. This work is subsidiary to the Item, “Barricades, Signs, and Traffic Handling.”

Erect temporary signs when exit ramps are closed or moved to new locations during construction.

Before detouring traffic onto the main lane shoulders, remove dirt, debris, vegetation, and other deleterious material from the surface of the shoulders. Appropriately sign the detour in an approved manner. This work is subsidiary to the various bid items.

Coordinate and schedule the work with the appropriate Metro representative if requiring access to the High Occupancy Vehicle lanes.

Cover or remove the permanent signs and construction signs that are incorrect or that do not apply to the current situation for a particular phase.

Do not mount signs on drums or barricades, except those listed in the latest Barricades and Construction standard sheets.

Use traffic cones for daytime work only; replace the cones with plastic drums during nighttime hours.

Use shadow vehicles with Truck Mounted Attenuators (TMAs) for lane and shoulder closures.

Do not reduce the existing number of lanes open to traffic except as shown on the following time schedule:

One Lane Closure/Two Lane Roadway Facility

FM 360, FM 361, FM 442, FM 762 (A. Myers Rd. to FM 1462), FM 1236, FM 1462, FM 1489, FM 1875, FM 1952, FM 1994, FM 2919, PR 72, SH 36 (Austin C/L to UA 90), SL 540, SL 541, SS 10 (SH 36 to UA 90), SS 529 & UA 90 (Wharton C/L to SH 36)

Day	Daytime Work Hours	Nighttime Work Hours	Restricted Hours
Monday Through Friday	5:00 AM - 7:00 PM	* Not Allowed	No Restrictions

One Lane Closure/Two Lane Roadway Facility

FM 359 (Waller C/L to Mason Rd.), FM 521 (SH 6 to Brazoria C/L), FM 723, FM 762 (US 59 to FM 2759), FM 1093 (Austin C/L to Main St. in Fulshear), FM 1093 EBFR (FM 359 to Harris C/L), FM 1093 WBFR (FM 359 to Harris C/L), FM 2759 (FM 762 to Thompsons), FM 2977, FM 3155, IH 10 EBFR, IH 10 WBFR, SH 36 (US 59 to FM 2218), SH 99 NBFR, SH 99 SBFR, SS 10 (UA 90 to US 59) & US 59 EB/WB FR (SS 10 to SH 99)

Day	Daytime Work Hours	Nighttime Work Hours	Restricted Hours
Monday Through Friday	9:00 AM - 3:00 PM	* Not Allowed	5:00 AM - 9:00 AM 3:00 PM - 7:00 PM

One Lane Closure/Four Lane Highway Facility

FM 1463 (US 90 to IH 10) & SS 10 (US 59 to SH 36S)

Day	Daytime Work Hours	Nighttime Work Hours	Restricted Hours
Monday Through Friday	5:00 AM - 7:00 PM	* Not Allowed	No Restrictions

One Lane Closure/Four Lane Highway Facility

FM 359 (Mason Rd. to UA 90), FM 521 (FM 2234 to SH 6), FM 762 (UA 90 to US 59), FM 762 (FM 2759 to A. Myers Rd.), FM 1092, FM 1463 (IH 10 to FM 359), FM 1464, FM 1640, FM 1876, FM 2218, FM 2234, FM 2759 (US 59 to FM 762), FM 3345, LP 762, SH 36 (UA 90 to US 59), SH 99 ML & UA 90 (SH 36 to SH 6)

Day	Daytime Work Hours	Nighttime Work Hours	Restricted Hours
Monday through Friday	9:00 AM – 3:00 PM	* Not Allowed	5:00 AM -9:00 AM 3:00 PM- 7:00 PM

One Lane Closure/Multiple Lane Highway

IH 10 ML, SH 6, US 59 ML (SS 10 to Harris C/L), US 59 EB/WB FR (SH 99 to Harris C/L) & UA 90 (SH 6 to Harris C/L)

Day	Daytime Work Hours	Nighttime Work Hours	Restricted Hours
Monday Through Friday	** Not Allowed	9:00 PM – 12:00 AM 12:00 AM - 5:00 AM	5:00 AM - 9:00 PM

Weekend One Lane Closure

FM 359, FM 360, FM 361, FM 442, FM 521, FM 723, FM 762, FM 1092, FM 1093, FM 1236, FM 1462, FM 1463, FM 1464, FM 1489, FM 1640, FM 1875, FM 1876, FM 1952, FM 1994, FM 2218, FM 2234, FM 2759, FM 2919, FM 2977, FM 3155, FM 3345, IH 10, LP 762, PR 72, SH 6, SH 36, SH 99, SL 540, SL 541, SS 10, SS 529, US 59 & UA 90

Day	Daytime Work Hours	Nighttime Work Hours	Restricted Hours
Saturday Through Sunday	** Not Allowed	8:00 PM - 12:00 AM 12:00 AM - 11:00 AM	11:00 AM - 8:00 PM

* Nighttime work allowed only with approval from the Area Engineer.

** Daytime work allowed only with approval from the Area Engineer.

The above times are approved for the traffic control conditions listed. The Area Engineer may approve other closure times if traffic counts warrant. The Area Engineer may reduce the above times for special events.

Law enforcement assistance will be required for this project and is expected to be required for major traffic control changes and lane closures. Coordinate with local law enforcement and arrange for law enforcement as directed or agreed by the Engineer. Before payment will be made, complete the “Daily Report on Law Enforcement Force Account Work” (Form 318), provided by the Department and submit daily invoices that agree with this form for any day during the month in which approved services were provided.

Provide full-time, off-duty, uniformed, certified peace officers, as part of traffic control operations. The peace officers must be able to show proof of certification by the Texas Commission on Law Enforcement Officers Standards. The cost of the officers is paid for on a force account basis.

The number of peace officers and working hours will be determined in advance of the work and approved by the Engineer.

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.

- All work and materials furnished with this item are subsidiary to the pertinent bid items except:
- Emergency lane closures are subsidiary to the pertinent various bid items in the contract.
 - Truck mounted attenuators payable under Item 6185-6002 and 6185-6005
 - Law enforcement personnel payable under force account

Highway: US 59, etc.

Control: 6420-53-001

All lane closures are considered subsidiary to the various bid items.

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

A shadow vehicle with Truck-Mounted Attenuators (TMAs) or Trailer Attenuators (TAs) is required as shown on the appropriate Traffic Control Plan (TCP) sheets. TMAs/TAs must meet the requirements of the Compliant Work Zone Traffic Control Device List.

Level 3 Compliant TMAs/TAs are required for this project.

A total of three (3) shadow vehicles with a TMA/TA are required for Pavement Marking Operations. The Contractor is responsible for determining if one or more of these operations will be ongoing at the same time to determine the total number of TMAs/TAs needed on the project.

Item 662: Work Zone Pavement Markings

At the end of each workday, mark roadways that remain open to traffic during construction operations with standard pavement markings, in accordance with the latest "Texas Manual on Uniform Traffic Control Devices."

Using raised markers for removable work zone pavement markings on final concrete surfaces is optional.

Do not use raised pavement markers as optional work zone pavement markings on final asphalt surfaces.

For transition lane lines and detour lane lines, use raised pavement markers as shown for solid lines on the latest Barricade and Construction standard sheet for "Work Zone Pavement Marking Details."

Item 662: Work Zone Pavement Markings

Item 666: Retroreflectorized Pavement Markings

Item 668: Prefabricated Pavement Markings and Rumble Strips

Words are paid by each word and number respectively and not by letter or digit.

The Item for Type II 12" yellow is for painting concrete curbs.

Use Type III glass beads for thermoplastic and multipolymer pavement markings.

Use a 0.100 in. (100 mil) thickness for thermoplastic pavement markings, measured to the top of the thermoplastic, not including the exposed glass beads.

Use a 0.022 in. (22 mil) thickness for multipolymer pavement markings, measured to the top of the multipolymer, not including the exposed glass beads.

For roadways with asphalt surfaces to be striped with work zone or permanent thermoplastic markings, the Contractor has the option to apply paint and beads markings for a maximum 30-day period until placing the thermoplastic markings, or until starting the succeeding phase of

Highway: US 59, etc.

Control: 6420-53-001

work on the striped area. Maintain the paint and beads markings, at no expense to the Department, until placing the thermoplastic markings or starting the succeeding phase of work on the striped area. The work zone markings, whether paint and beads or thermoplastic, are paid under the Item, "Work Zone Pavement Markings" and the markings are paid for only once for the given phase of construction.

If using paint and bead markings as described above, purchase the traffic paint from the open market.

If the Type II markings become dirty and require cleaning by washing, brushing, compressed air, or other approved methods before applying the Type I thermoplastic markings, this additional cleaning is subsidiary to the Item, "Retroreflectorized Pavement Markings."

Establish the alignment and layout for work zone striping and permanent striping.

Stripe all roadways before opening them to traffic.

Place pavement markings under these items in accordance with details shown on the plans, the latest "Texas Manual on Uniform Traffic Control Devices," or as directed.

When design details are not shown on the plans, provide pavement markings for arrows, words, and symbols conforming to the latest "Standard Highway Sign Designs for Texas" manual.

Retro Reflectivity testing is required for all Site-Specific projects and all Call-out work orders that are over \$50,000.00.

Item 672: Raised Pavement Markers

If other operations are complete on the project and if the curing time period is not yet elapsed, the contract time will be suspended until the curing is done.

Before placing the raised pavement markers on concrete pavement, blast clean the surface using an abrasive-blasting medium. This work is subsidiary to the Item, "Raised Pavement Markers."

Provide epoxy adhesive that is machine-mixed or nozzle-mixed and dispensed. Equip the machine or nozzle with a mechanism to ensure positive mix measurement control.

Item 677: Eliminating Existing Pavement Markings and Markers

Remove existing pavement markings on concrete or asphalt surfaces by flail milling or as directed.

Item 678: Pavement Surface Preparation for Markings

Do not blast clean asphalt concrete pavement. Clean asphalt concrete pavement as required under the applicable specifications or as directed.

On new concrete pavement or on existing concrete pavement when placing a new stripe on a new location, remove all curing compounds and contamination from the pavement surface by flail

Highway: US 59, etc.

Control: 6420-53-001

milling or as directed. In addition, air-blast the surface with compressed air just before placing the new stripe.

On existing concrete pavement when placing a new stripe on an existing location, after removing the existing stripe under the Item, "Eliminating Existing Pavement Markings and Markers," air-blast the surface with compressed air just before placing the new stripe.

Air blast concrete pavement surfaces, in addition to the above, after the removal of contamination or existing material and just before placing the stripe. Perform air blasting with a compressor capable of generating compressed air at a minimum of 150 cu.ft. per minute and 100 psi using 5/16 in. or larger hosing.

Do not clean concrete pavement by grinding.

CONTROL : 6420-53-001
PROJECT : RMC - 642053001
HIGHWAY : US0059
COUNTY : FORT BEND

TEXAS DEPARTMENT OF TRANSPORTATION

GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS

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

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

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS
ITEM 500 MOBILIZATION
ITEM 505 TRUCK-MOUNTED ATTENUATOR (TMA) AND TRAILER ATTENUATOR (TA)
ITEM 666 RETROREFLECTORIZED PAVEMENT MARKINGS <316><502><662><667>
<677><678>
ITEM 668 PREFABRICATED PAVEMENT MARKINGS AND RUMBLE STRIPS <502>
<678>
ITEM 672 RAISED PAVEMENT MARKERS <502><677><678>
ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS <300>
<302><315><316><502>
ITEM 678 PAVEMENT SURFACE PREPARATION FOR MARKINGS <502><677>

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:

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

CHILD SUPPORT STATEMENT

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

CONFLICT OF INTEREST CERTIFICATION

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

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

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

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

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

E-VERIFY CERTIFICATION

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

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

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

Certification Regarding Disclosure of Public Information

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

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

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

By entering into Contract, the Contractor agrees to:

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

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

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

CERTIFICATION TO NOT BOYCOTT ISRAEL

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

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

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

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

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

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

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

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

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

CERTIFICATION TO NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS

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

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

This provision applies to a contract that:

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

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

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

Special Provision to Item 000

Nondiscrimination



1. DESCRIPTION

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

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

2. DEFINITION OF TERMS

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

3. NONDISCRIMINATION PROVISIONS

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

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

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

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

Special Provision 000

Important Notice to Contractors



1. GENERAL

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

2. DEFINITIONS

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

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

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

3. CONTRACTOR EVALUATIONS

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

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

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

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

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

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

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

4. DIVISION OVERSIGHT

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

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

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

5. PERFORMANCE REVIEW COMMITTEE

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

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

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

6. APPEALS PROCESS

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

Special Provision 000

Certificate of Interested Parties (Form 1295)



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

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

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

Special Provision 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.