

Control	6474-34-001
Project	RMC - 647434001
Highway	IH0410
County	BEXAR

## 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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# PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

## 2024 SPECIFICATIONS WORK CONSISTING OF PAVEMENT MARKINGS BEXAR 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:

FIFTY-NINE THOUSAND (Dollars) ( \$59,000 )

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:

<b>Control</b>	<b>6474-34-001</b>
<b>Project</b>	<b>RMC - 647434001</b>
<b>Highway</b>	<b>IH0410</b>
<b>County</b>	<b>BEXAR</b>

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

Signed this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_

By: \_\_\_\_\_  
(Contractor/Principal Name)

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

\*By: \_\_\_\_\_  
(Surety Name)

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

Impressed  
Surety Seal  
Only

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

**This form may be removed from the proposal.**

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# BIDDER'S CHECK RETURN

## IMPORTANT

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

## NOTE

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

RETURN BIDDERS CHECK TO (PLEASE PRINT):


<b>Control</b>	<b>6474-34-001</b>
<b>Project</b>	<b>RMC - 647434001</b>
<b>Highway</b>	<b>IH0410</b>
<b>County</b>	<b>BEXAR</b>

## 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
	I04	509	X	REMOV CONC (SDWLK)	MSY	266.400	\$10.000	\$2,664.00	1
Total Bid Amount							\$2,664.00		

Signed \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

Additional Signature for Joint Venture:

Signed \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

**EXAMPLE OF BID PRICES SUBMITTED BY COMPUTER PRINTOUT**

EXAMPLE

EXAMPLE

EXAMPLE

EXAMPLE

# EXAMPLES

## BID PRICES SUBMITTED BY HAND WRITTEN FORMAT

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

**Unit price for each plant in place**

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

**Unit price for each ton of Flexible Base**

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

**Unit price for each cubic yard of Concrete**

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

**Unit price of each Roadway Illumination Assembly**

EXAMPLE

EXAMPLE

EXAMPLE

EXAMPLE

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ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	500	7002		MOBILIZATION (CALLOUT)  DOLLARS and CENTS	EA	18.000	1
	505	7001		TMA (STATIONARY)  DOLLARS and CENTS	DAY	100.000	2
	505	7003		TMA (MOBILE OPERATION)  DOLLARS and CENTS	DAY	200.000	3
	510	7001		ONE-WAY TRAF CONT (FLAGGER CONT)  DOLLARS and CENTS	HR	100.000	4
	666	7007		REFL PAV MRK TY I (W)6"(DOT)(060MIL)  DOLLARS and CENTS	LF	3,500.000	5
	666	7008		REFL PAV MRK TY I (W)6"(DOT)(090MIL)  DOLLARS and CENTS	LF	100.000	6
	666	7009		REFL PAV MRK TY I (W)6"(DOT)(100MIL)  DOLLARS and CENTS	LF	100.000	7
	666	7010		REFL PAV MRK TY I (W)6"(LNDP)(060MIL)  DOLLARS and CENTS	LF	100.000	8
	666	7016		REFL PAV MRK TY I (W)8"(DOT)(060MIL)  DOLLARS and CENTS	LF	500.000	9
	666	7017		REFL PAV MRK TY I (W)8"(DOT)(090MIL)  DOLLARS and CENTS	LF	1,500.000	10
	666	7018		REFL PAV MRK TY I (W)8"(DOT)(100MIL)  DOLLARS and CENTS	LF	50.000	11
	666	7019		REFL PAV MRK TY I (W)8"(LNDP)(060MIL)  DOLLARS and CENTS	LF	1,500.000	12

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	666	7021		REFL PAV MRK TY I (W)8"(LNDP)(100MIL) DOLLARS and CENTS	LF	900.000	13
	666	7022		REFL PAV MRK TY I (W)8"(SLD)(060MIL) DOLLARS and CENTS	LF	100,000.000	14
	666	7024		REFL PAV MRK TY I (W)8"(SLD)(100MIL) DOLLARS and CENTS	LF	10,000.000	15
	666	7025		REFL PAV MRK TY I (W)12"(LNDP)(060MIL) DOLLARS and CENTS	LF	2,500.000	16
	666	7026		REFL PAV MRK TY I (W)12"(LNDP)(090MIL) DOLLARS and CENTS	LF	150.000	17
	666	7027		REFL PAV MRK TY I (W)12"(LNDP)(100MIL) DOLLARS and CENTS	LF	150.000	18
	666	7028		REFL PAV MRK TY I (W)12"(SLD)(060MIL) DOLLARS and CENTS	LF	8,000.000	19
	666	7029		REFL PAV MRK TY I (W)12"(SLD)(090MIL) DOLLARS and CENTS	LF	500.000	20
	666	7030		REFL PAV MRK TY I (W)12"(SLD)(100MIL) DOLLARS and CENTS	LF	500.000	21
	666	7033		REFL PAV MRK TY I (W)18"(SLD)(100MIL) DOLLARS and CENTS	LF	250.000	22
	666	7034		REFL PAV MRK TY I (W)24"(SLD)(060MIL) DOLLARS and CENTS	LF	500.000	23
	666	7035		REFL PAV MRK TY I (W)24"(SLD)(090MIL) DOLLARS and CENTS	LF	250.000	24

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	666	7036		REFL PAV MRK TY I (W)24"(SLD)(100MIL) DOLLARS and CENTS	LF	500.000	25
	666	7039		REFL PAV MRK TY I (W)36"(SLD)(100MIL) DOLLARS and CENTS	LF	250.000	26
	666	7109		REFL PAV MRK TY I (Y)6"(DOT)(060MIL) DOLLARS and CENTS	LF	100.000	27
	666	7110		REFL PAV MRK TY I (Y)6"(DOT)(090MIL) DOLLARS and CENTS	LF	100.000	28
	666	7111		REFL PAV MRK TY I (Y)6"(DOT)(100MIL) DOLLARS and CENTS	LF	100.000	29
	666	7112		REFL PAV MRK TY I (Y)8"(SLD)(060MIL) DOLLARS and CENTS	LF	750.000	30
	666	7114		REFL PAV MRK TY I (Y)8"(SLD)(100MIL) DOLLARS and CENTS	LF	1,000.000	31
	666	7115		REFL PAV MRK TY I (Y)12"(SLD)(060MIL) DOLLARS and CENTS	LF	100.000	32
	666	7116		REFL PAV MRK TY I (Y)12"(SLD)(090MIL) DOLLARS and CENTS	LF	100.000	33
	666	7117		REFL PAV MRK TY I (Y)12"(SLD)(100MIL) DOLLARS and CENTS	LF	100.000	34
	666	7120		REFL PAV MRK TY I (Y)18"(SLD)(100MIL) DOLLARS and CENTS	LF	100.000	35
	666	7121		REFL PAV MRK TY I (Y)24"(SLD)(060MIL) DOLLARS and CENTS	LF	100.000	36

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	666	7123		REFL PAV MRK TY I (Y)24"(SLD)(100MIL) DOLLARS and CENTS	LF	100.000	37
	666	7126		REFL PAV MRK TY I (Y)36"(SLD)(100MIL) DOLLARS and CENTS	LF	100.000	38
	666	7136		RE PV MRK TY I(BLACK)6"(SHADOW)(060MIL) DOLLARS and CENTS	LF	1,500.000	39
	666	7137		RE PV MRK TY I(BLACK)6"(SHADOW)(090MIL) DOLLARS and CENTS	LF	1,500.000	40
	666	7172		RE PM TY II (W) 6" (BRK) DOLLARS and CENTS	LF	10,000.000	41
	666	7173		RE PM TY II (W) 6" (DOT) DOLLARS and CENTS	LF	250.000	42
	666	7175		RE PM TY II (W) 6" (SLD) DOLLARS and CENTS	LF	900,000.000	43
	666	7176		RE PM TY II (W) 8" (BRK) DOLLARS and CENTS	LF	25.000	44
	666	7177		RE PM TY II (W) 8" (DOT) DOLLARS and CENTS	LF	25.000	45
	666	7178		RE PM TY II (W) 8" (LNDP) DOLLARS and CENTS	LF	25.000	46
	666	7179		RE PM TY II (W) 8" (SLD) DOLLARS and CENTS	LF	8,000.000	47
	666	7181		RE PM TY II (W) 12" (LNDP) DOLLARS and CENTS	LF	25.000	48



ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	666	7182		RE PM TY II (W) 12" (SLD)  DOLLARS and CENTS	LF	2,000.000	49
	666	7183		RE PM TY II (W) 18" (SLD)  DOLLARS and CENTS	LF	25.000	50
	666	7184		RE PM TY II (W) 24" (SLD)  DOLLARS and CENTS	LF	200.000	51
	666	7211		RE PM TY II (Y) 6" (BRK)  DOLLARS and CENTS	LF	100,000.000	52
	666	7213		RE PM TY II (Y) 6" (SLD)  DOLLARS and CENTS	LF	700,000.000	53
	666	7214		RE PM TY II (Y) 8" (SLD)  DOLLARS and CENTS	LF	500.000	54
	666	7215		RE PM TY II (Y) 12" (SLD)  DOLLARS and CENTS	LF	500.000	55
	666	7217		RE PM TY II (Y) 24" (SLD)  DOLLARS and CENTS	LF	500.000	56
	666	7265		RE PROFILE PM TY I(W)6"(SLD)(090MIL)  DOLLARS and CENTS	LF	2,000.000	57
	666	7266		RE PROFILE PM TY I(W)6"(SLD)(100MIL)  DOLLARS and CENTS	LF	5,000.000	58
	666	7269		RE PROFILE PM TY I(Y)6"(SLD)(090MIL)  DOLLARS and CENTS	LF	2,000.000	59
	666	7270		RE PROFILE PM TY I(Y)6"(SLD)(100MIL)  DOLLARS and CENTS	LF	2,500.000	60

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	666	7273		RE PROFILE PM TY I(Y)6"(BRK)(090MIL) DOLLARS and CENTS	LF	2,000.000	61
	666	7274		RE PROFILE PM TY I(Y)6"(BRK)(100MIL) DOLLARS and CENTS	LF	1,000.000	62
	666	7277		RE PROF PM TYI (BLK)6"(SHADOW)(090MIL) DOLLARS and CENTS	LF	2,000.000	63
	666	7347		PAVEMENT SLER 6" DOLLARS and CENTS	LF	2,500.000	64
	666	7348		PAVEMENT SLER 8" DOLLARS and CENTS	LF	2,000.000	65
	666	7350		PAVEMENT SLER 12" DOLLARS and CENTS	LF	250.000	66
	666	7352		PAVEMENT SLER 24" DOLLARS and CENTS	LF	50.000	67
	666	7406		REFL PAV MRK TY I (W)6"(BRK)(060MIL) DOLLARS and CENTS	LF	60,000.000	68
	666	7407		REFL PAV MRK TY I (W)6"(BRK)(090MIL) DOLLARS and CENTS	LF	2,000.000	69
	666	7408		REFL PAV MRK TY I (W)6"(BRK)(100MIL) DOLLARS and CENTS	LF	2,000.000	70
	666	7409		REFL PAV MRK TY I (W)6"(SLD)(060MIL) DOLLARS and CENTS	LF	400,000.000	71
	666	7410		REFL PAV MRK TY I (W)6"(SLD)(090MIL) DOLLARS and CENTS	LF	2,000.000	72

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	666	7411		REFL PAV MRK TY I (W)6"(SLD)(100MIL) DOLLARS and CENTS	LF	2,000.000	73
	666	7418		REFL PAV MRK TY I (Y)6"(BRK)(060MIL) DOLLARS and CENTS	LF	350,000.000	74
	666	7419		REFL PAV MRK TY I (Y)6"(BRK)(090MIL) DOLLARS and CENTS	LF	500.000	75
	666	7420		REFL PAV MRK TY I (Y)6"(BRK)(100MIL) DOLLARS and CENTS	LF	500.000	76
	666	7421		REFL PAV MRK TY I (Y)6"(SLD)(060MIL) DOLLARS and CENTS	LF	700,000.000	77
	666	7422		REFL PAV MRK TY I (Y)6"(SLD)(090MIL) DOLLARS and CENTS	LF	500.000	78
	666	7423		REFL PAV MRK TY I (Y)6"(SLD)(100MIL) DOLLARS and CENTS	LF	2,000.000	79
	666	7424		REFL PAV MRK TY I (W)12"(DOT)(100MIL) DOLLARS and CENTS	LF	1,000.000	80
	668	7102		PREFAB PM TY C (W)(NUMBER) DOLLARS and CENTS	EA	3.000	81
	668	7103		PREFAB PM TY C (W)(WORD) DOLLARS and CENTS	EA	5.000	82
	668	7109		PREFAB PM TY C (W)(SYMBOL) DOLLARS and CENTS	EA	5.000	83
	668	7133		PRE PM TY C (BL&WH)(ACC PRK)(W/ BORDR)LG DOLLARS and CENTS	EA	5.000	84

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	668	7135		PREFAB PM TY C (MULTI)(SHIELD) DOLLARS and CENTS	EA	7.000	85
	668	7136		PREFAB PM TY C (BLUE&WHITE)(EVAC SYM) DOLLARS and CENTS	EA	100.000	86
	672	7001		REFL PAV MRKR TY I-A DOLLARS and CENTS	EA	10.000	87
	672	7002		REFL PAV MRKR TY I-C DOLLARS and CENTS	EA	12,000.000	88
	672	7003		REFL PAV MRKR TY I-R DOLLARS and CENTS	EA	50.000	89
	672	7004		REFL PAV MRKR TY II-A-A DOLLARS and CENTS	EA	70,000.000	90
	672	7006		REFL PAV MRKR TY II-C-R DOLLARS and CENTS	EA	20,000.000	91
	672	7007		TRAFFIC BUTTON TY W DOLLARS and CENTS	EA	20.000	92
	672	7008		TRAFFIC BUTTON TY Y DOLLARS and CENTS	EA	20.000	93
	672	7009		TRAFFIC BUTTON TY B DOLLARS and CENTS	EA	20.000	94
	677	7002		ELIM EXT PM & MRKS (6") DOLLARS and CENTS	LF	100.000	95
	677	7004		ELIM EXT PM & MRKS (8") DOLLARS and CENTS	LF	1,000.000	96

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	677	7006		ELIM EXT PM & MRKS (12")  DOLLARS and CENTS	LF	1,000.000	97
	677	7007		ELIM EXT PM & MRKS (18")  DOLLARS and CENTS	LF	150.000	98
	677	7008		ELIM EXT PM & MRKS (24")  DOLLARS and CENTS	LF	1,500.000	99
	677	7009		ELIM EXT PM & MRKS (ARROW)  DOLLARS and CENTS	EA	30.000	100
	677	7014		ELIM EXT PM & MRKS (NUMBER)  DOLLARS and CENTS	EA	40.000	101
	677	7015		ELIM EXT PM & MRKS (WORD)  DOLLARS and CENTS	EA	30.000	102
	677	7020		ELIM EXT PM & MRKS (SYMBOL)  DOLLARS and CENTS	EA	125.000	103
	677	7022		ELIM EXT PM & MRKS (SHIELD)  DOLLARS and CENTS	EA	20.000	104
	677	7030		ELIM EXT PM & MRKS (RUMBLE STRIP)  DOLLARS and CENTS	LF	5,000.000	105
	6024	7001		PREFORMED IN-LANE (TRANS) RUMBLE STRIP  DOLLARS and CENTS	LF	500.000	106

## **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

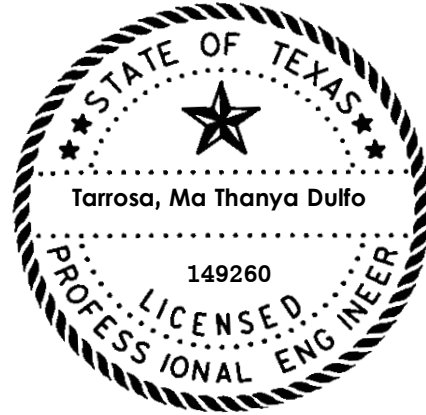
- B. If this proposal is the low bid, the bidder agrees to provide the following information prior to award of the contract.

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 6474-34-001  
Project RMC - 647434001  
Highway IH0410  
County BEXAR

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  
*Tarrosa, Ma Thanya Dulfo, P.E.*  
OCTOBER 23, 2024

**County:** Bexar

**Control:** 6474-34-001

**Highway:** VA

### **General Notes**

**TxDOT Project Supervisor** – The project will be managed by:

Orlando Gallegos, P.E.  
4615 NW Loop 410  
San Antonio, TX 78229

This project consists of call-out (spot) placement/removal of pavement markings/markers (lane line and edge line markings, intersection revisions, legends, crosswalks, arrows, railroad crossings and raised pavement markers), retracing/removal of pavement markings/markers (lane line and edge line markings, legends, and raised pavement markers) and installation of milled centerline textured rumble strips on various roadways in Comal, Guadalupe, Frio, Atascosa, McMullen, Wilson, Bandera, Kendall, Kerr, Uvalde, Bexar, and Medina Counties.

Each contract awarded by the Department stands on its own and as such, is separate from other contracts. A contractor awarded multiple contracts, must be capable and sufficiently staffed to concurrently process any or all contracts at the same time.

The location of work areas (non-site specific) cannot be predetermined, and work may occur anywhere within the limits of this contract as shown on the plans.

The contractor may be issued multiple work orders and should be sufficiently staffed to handle the issued work.

Place pavement markings and markers in accordance with the Texas MUTCD and the Texas Department of Transportation Standard Sheets.

Notify the Engineer's office by telephone each morning by 8:15 a.m. that work is scheduled, with work location and time of arrival or reason for not working that day.

All work on this contract is callout work and a work order will be issued as work is needed to be performed.

Provide and maintain a dedicated e-mail address for receipt of work orders and correspondence throughout the term of this contract. Respond to any correspondence within 4 hours to confirm receipt. Respond to work orders within 2 hours to confirm receipt.

### **Call-out (Spot) Work**

Call-out (Spot) work includes the placement and removal of pavement markings for lane lines, edge lines, intersection revisions, legends, crosswalks, arrows, and railroad crossings. Type I pavement markings in accordance with Item 666 shall be placed for intersection revisions,



**County:** Bexar

**Control:** 6474-34-001

**Highway:** VA

legends, crosswalks, arrows, and railroad crossings. All markings in Bexar County shall be Type I. Call-out (spot) work will also include placement and removal of raised pavement markers.

Notify the Engineer twenty-four (24) hours in advance of beginning work operations on each work order.

For revision of existing striping layouts, a plan sheet detailing markings to be placed will be provided. Work may deviate from the standard sheets.

The call-out (spot) work will be on an "AS NEEDED" basis. A work order will be issued as needed. Work order time charges will be based on the number locations and the amount of work needed on each work order. Complete all work listed on the work order within the specified number of days listed on the work order. Work orders shall be issued by email and the contractor is to acknowledge receipt within 24 hours.

Continuously prosecute work until all work is completed on each work order. Liquidated damages may be assessed if work is not completed on the work orders within the required number of working days.

Each work order will consist of at least 7,500 linear feet of striping to be applied unless an emergency on a highway requires an expedited response. A work order will consist of any combination of the callout bid items listed in this contract. A work order may include multiple locations within the counties identified in the plans for this contract.

Remove all tabs prior to striping. Payment for this work is subsidiary.

### **Retracing Work**

Work orders for retracing work will be issued. Work orders will be issued as needed. Work order time charges will be based on the number of locations and the amount of work needed on each work order. Complete all work listed on the work order within the specified number of days listed on the work order. Work orders shall be issued by email and the contractor is to acknowledge receipt within 24 hours.

Continuously prosecute work until all work is completed on each work order. Liquidated damages may be assessed if work is not completed on the work orders within the required number of working days.

A work order will consist of any combination of the bid items listed in this contract. A work order may include multiple locations within the counties identified in the plans for this contract.

Place a minimum of 60,000 linear feet of six inch (6") solid or broken markings per working day.

**County:** Bexar

**Control:** 6474-34-001

**Highway:** VA

## **Item 2 “Instructions to Bidders”**

Contractor questions on this project are to be addressed to the following individual:  
Henry Fojtik, P.E.    [Henry.Fojtik@txdot.gov](mailto:Henry.Fojtik@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.

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

View plans online or download from the web at:  
<http://www.dot.state.tx.us/business/plansonline/ftpinfo.htm>

## **Item 5 “Control of Work”**

Contact TxDOT TransGuide Maintenance at 210-731-5109 to determine/verify the location of loop detectors, conduit, ground boxes, etc. Any ITS equipment damaged by the Contractor will be repaired or replaced by the Contractor at their expense by a pre-approved method.

Contact TxDOT at 210-615-5975 or City of San Antonio Signal Operations Office at 210-207-7720, when construction operations are within 400 feet of signalized intersection to determine/verify the location of loop detectors, conduit, ground boxes, etc. Signal equipment damaged by the Contractor will be repaired or replaced by the Contractor at their expense by a pre-approved method.

### **Prevention of Migratory Bird Nesting**

It is anticipated that migratory birds, a protected group of species, may try to nest on bridges, culverts, vegetation, or gravel substrate, at any time of the year. The preferred nesting season for migratory birds is from February 15 through October 1. When practical, schedule construction operations outside of the preferred nesting season. Otherwise, nests containing migratory birds must be avoided and no work will be performed in the nesting areas until the young birds have fledged.

1. By February 15 begin the removal of any existing mud nests and all other mud placed by swallows for the construction of nests on any portion of the bridge and culverts. The Engineer will inspect the bridges and culverts for nest building activity. If swallows begin nest building,

**County:** Bexar

**Control:** 6474-34-001

**Highway:** VA

scrape or wash down all nest sites. Perform these activities daily unless the Engineer determines the need to do this work more frequently. Remove nests and mud through October 1 or until bridge and culvert construction operations are completed.

2. By February 15 place a nesting deterrent (which prevents access to the bridge and culvert by swallows) on the entire bridge (except deck and railing) and culverts.

No extension of time or compensation payment will be granted for a delay or suspension of work caused by nesting swallows. This work is subsidiary to the various bid items.

### **Item 7 “Legal Relations and Responsibilities”**

The total disturbed areas within the project is anticipated at less than one (1) acre. Due to this type of construction, the project qualifies for exclusion under the Construction General Permit (CGP) issued by the Texas Commission on Environmental Quality (TCEQ). However; should the sum of the Engineer’s anticipated disturbances and the Contractor’s (On ROW and off ROW) PSL’s equal or exceed the one (1) acre threshold; both TxDOT and the Contractor have project responsibilities under the CGP that reverts to non-exclusion status. Obtain approval for all non-depicted areas of disturbance that increases the initial soil and vegetation disturbed area estimates before work starts at these locations.

Notify the Engineer of the disturbed acreage within one (1) mile of the project limits. Obtain authorization from the TCEQ for Contractor PSL’s for construction support activities on or off ROW.

### **Item 8 “Prosecution and Progress”**

Between April 1st and October 31st the Texas Commission on Environmental Quality (TCEQ), is monitoring weather conditions on a daily basis in the San Antonio area to forecast the probability of ozone formation. In the event weather conditions indicate that excessive ozone may occur, the National Weather Service working with the TCEQ will issue an Air Quality Health Alert Day for the following day. TCEQ estimates that approximately 25 Air Quality Health Alert Days might be issued during the ozone formation season.

On Air Quality Health Alert Days, lane closures and the use of small gasoline engines will not be allowed until after 12 noon on all highways inside Loop 1604. The State will notify the Contractor by 4:00 p.m. of the day before the Air Quality Health Alert Day to inform them of the restrictions for the following day and to request their assistance in reducing any other operations that may contribute to an increase in the ozone readings. If these restrictions affect the critical items of work previously scheduled by the Contractor, a working day will not be charged. Time charges on these days will be as determined by the Engineer for each day.

Working days will be computed and charged in accordance with Article 8.3.1.5 Calendar Day work week.

**County:** Bexar

**Control:** 6474-34-001

**Highway:** VA

Working hours will be 9:00 a.m. through 4:00 p.m., unless otherwise shown on the plans or approved. Night work will be required in Bexar County at some locations. Work hours are 9 P.M. to 5 A.M. Sunday thru Thursday.

Avoid working in school zones from 7:00 a.m. to 9:00 a.m. and 2:00 p.m. to 4:00 p.m.

### **Item 9 “Measurement and Payment”**

When approved, provide uniformed, off-duty law enforcement officers with marked vehicles during work that requires a lane closure. The officer in marked vehicles shall be located as approved to monitor or direct traffic during the closure. The method used to direct traffic at signalized intersections shall be as approved. Additional officers and vehicles may be provided when approved or directed.

Complete the daily tracking form provided by the department and submit invoices that agree with the tracking form for payment at the end of each month approved services were provided.

Show proof of certification by the Texas Commission on Law Enforcement Standards. All law enforcement personnel used in Work Zone Traffic Control shall be trained for performing duties in work zones and are required to take “Safe and Effective Use of Law Enforcement Personnel in Work Zones” (Course #133119) which can be found online at the following site: [www.nhi.fhwa.dot.gov](http://www.nhi.fhwa.dot.gov)

Certificates of completion should be available to all who finish the course. These should be kept by the officers to substantiate completion when reporting to the work site.

Minimums, scheduling fees, etc. will not be paid; TxDOT will consider paying cancellation fees on a case-by-case basis.

### **Item 500 “Mobilization”**

"Materials on Hand" payments will not be considered in determining percentages for mobilization payments.

### **Item 502 “Barricades, Signs, and Traffic Handling”**

The Contractor Force Account “Safety Contingency” that has been established for this project is intended to be utilized for work zone enhancements, to improve the effectiveness of the Traffic Control Plan, that could not be foreseen in the project planning and design stage. These enhancements will be mutually agreed upon by the Engineer and the Contractor’s Responsible Person based on weekly or more frequent traffic management reviews on the project. The Engineer may choose to use existing bid items if it does not slow the implementation of enhancement.

Furnish and install all signs, barricades and other incidentals necessary for proper traffic control, in accordance with part VI of the “Texas Manual on Uniform Traffic Control Devices for Streets

**County:** Bexar

**Control:** 6474-34-001

**Highway:** VA

and Highways” and in accordance with the standard plan sheets. Additional devices may be needed to supplement these requirements. All warning signs shall be factory made and in satisfactory condition.

If Nighttime work is required and work is not behind positive barrier then full Class 3 reflective gear is required to be worn by all workers, hard hat halos are required to be worn by the flaggers at flagging stations, TY III barricades are required to be spaced at 500 ft, and a mandatory night work meeting is required.

When advanced warning flashing arrow panels and/or changeable message sign is specified, have one standby unit in good condition at the job site. Standby time shall be considered subsidiary to the bid item.

Erect temporary traffic control signs in locations that will not obstruct the traveling public’s view of the permanent roadway signing or obstruct sight distance at intersections and curves.

Any lane closures will require prior approval. Request approval 48 hours in advance of lane closures. If a lane closure has to be cancelled due to weather or other unforeseen circumstances, immediately notify the inspector and reschedule the lane closure as necessary.

In addition to providing a Contractor's Responsible Person and a phone number for emergency contact, have an employee available to respond on the project for emergencies and for taking corrective measures within 2 hours or within a reasonable time frame as specified by the Engineer.

After written notification, the time frame to provide properly maintained signs and barricades before considered in non-compliance is 48 hours from receipt of the notification. No more than one lane will be blocked at any time at a specific work site, unless otherwise authorized.

Be prepared for one way traffic control operations.

Avoid placing stockpiles within the roadway’s horizontal clear zone. If a stockpile is placed within the clear zone, address in accordance with the TMUTCD.

Traffic control will be subsidiary to the various bid items.

Temporary Rumble Strips are to be used according to WZ (RS)-22.

**Item 505 “Truck Mounted Attenuator (TMA) and Trailer Attenuator (TA)**

One shadow vehicle with TMA will be required for this project. The TMA’s will be measured and paid for by the DAY for each TMA/TA set up and operational on the worksite. The contractor will be responsible for determining if one or more of these operations will be ongoing at the same time to determine the total number of TMA’s needed for the project. See TMA and TA Summary sheet in the plans.

**County:** Bexar

**Control:** 6474-34-001

**Highway:** VA

**Item 506 “Temporary Erosion, Sedimentation, and Environmental Controls”**

The Storm Water Pollution Prevention Plan (SWP3) consists of temporary erosion control measures needed and provided for under this Item. The disturbed area is less than one acre and use of erosion control measures is not anticipated. If physical conditions encountered at the job site require necessary controls, BMP installation, maintenance, and removal will be paid as extra work on a force account basis per Articles 4.4 and 9.7. An Inspector will perform a regularly scheduled SW3P inspection every 7 calendar days if erosion control measures are installed.

Failure to address items noted on the SW3P inspection report within two report cycles may result in the Department stopping all construction operations, exclusive of time charges, or withholding that month’s estimate until the SW3P deficiencies are corrected unless the Engineer determines that the area is too wet to correct SW3P deficiencies.

Failure to correctly maintain daily monitoring reports and submitting to TxDOT on a daily/weekly basis may result in the monthly estimate being withheld.

**Item 510 “One Way Traffic Control”**

The length of the one-way traffic control section shall be limited to 1 mile, unless otherwise authorized.

**Item 666 “Reflectorized Pavement Markings”**

Use TY II markings (vs. an acrylic or epoxy) on asphalt surfaces as the sealer for the TY I markings, unless otherwise approved by the Engineer.

**Item 672 “Raised Pavement Markers”**

Place all adhesive material directly from the heated dispenser to the pavement. Do not use portable or non-heated containers. Use adhesive of sufficient thickness so that when the marker is pressed into the adhesive, 1/8" or more adhesive will remain under 100% of the marker. The adhesive should extend not less than 1/2" but not more than 1 1/2" beyond the perimeter of the marker.

**Item 677 “Eliminating Existing Pavement Markings and Markers”**

Obtain approval before using the mechanical method for the elimination of existing thermoplastic pavement markings.

CONTROL : 6474-34-001  
PROJECT : RMC - 647434001  
HIGHWAY : IH0410  
COUNTY : BEXAR

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 510 ONE-WAY TRAFFIC CONTROL  
ITEM 666 RETROREFLECTORIZED PAVEMENT MARKINGS <316><502><662><667>  
<677><678>  
ITEM 668 PREFABRICATED PAVEMENT MARKINGS AND RUMBLE STRIPS <678>  
ITEM 672 RAISED PAVEMENT MARKERS <677><678>  
ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS <300>  
<302><315><316>

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

SPECIAL PROVISION "NONDISCRIMINATION" (000---001)  
SPECIAL PROVISION "NOTICE OF CONTRACTOR PERFORMANCE EVALUATIONS"  
(000---016)  
SPECIAL PROVISION "CERTIFICATE OF INTERESTED PARTIES (FORM 1295)"  
(000---017)  
SPECIAL PROVISION "SCHEDULE OF LIQUIDATED DAMAGES" (000---031)  
SPECIAL PROVISION TO ITEM 4 (004---003)

SPECIAL SPECIFICATIONS:  
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ITEM 6024 PREFORMED IN-LANE (TRANSVERSE) AND CENTERLINE RUMBLE

STRIPS

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.

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# Special Provision 000

## Important Notice to Contractors

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### 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.

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### 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.

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### 3. CONTRACTOR EVALUATIONS

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

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

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

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

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

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

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

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**4. DIVISION OVERSIGHT**

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

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

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

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**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.

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**6. APPEALS PROCESS**

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

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## Special Provision 000

### Certificate of Interested Parties (Form 1295)

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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

## Schedule of Liquidated Damages



For Dollar Amount of Original Contract		Dollar Amount of Daily Contract Administration Liquidated Damages per Working Day
From More Than	To and including	
0	1,000,000	760
1,000,000	3,000,000	968
3,000,000	5,000,000	1107
5,000,000	15,000,000	1527
15,000,000	25,000,000	2095
25,000,000	50,000,000	3072
50,000,000	Over 50,000,000	5093

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

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## Special Provision to Item 4

### Scope of Work

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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.

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## Special Specification 6024

# Preformed In-Lane (Transverse) and Centerline Rumble Strips



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### 1. DESCRIPTION

Furnish and install preformed in-lane (transverse) or preformed centerline rumble strips as shown on the plans.

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### 2. MATERIALS

Provide rumble strips from manufacturers prequalified by the Department. The Traffic Safety Division maintains a list of prequalified rumble strip manufacturers.

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### 3. CONSTRUCTION

Install the in-lane (transverse) rumble strips in locations shown in the plans. Install centerline rumble strips in the gaps between broken centerline pavement marking stripes as shown in the plans. Install the rumble strips in conformance with manufacturer's recommendations.

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### 4. MEASUREMENT

This Item will be measured transversely by the foot across the roadway on which the rumble strip is installed. Measurement will include all strips of materials placed across the roadway surface.

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### 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 "Preformed In-Lane (Transverse) Rumble Strips" or "Preformed Centerline Rumble Strips." This price will be full compensation for all labor, equipment, tools and incidentals necessary to complete the work.

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