

Control	6472-00-001
Project	RMC - 647200001
Highway	IH0002
County	HIDALGO

ADDENDUM ACKNOWLEDGMENT

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

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

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

- ADDENDUM NO. 1
- ADDENDUM NO. 2
- ADDENDUM NO. 3
- ADDENDUM NO. 4
- ADDENDUM NO. 5

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

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Control	6472-00-001
Project	RMC - 647200001
Highway	IH0002
County	HIDALGO

PROPOSAL TO THE TEXAS TRANSPORTATION COMMISSION

2024 SPECIFICATIONS WORK CONSISTING OF PAVEMENT MARKINGS HIDALGO 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 240 working days and will be accepted when fully completed and finished to the satisfaction of the Executive Director or designee.

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

SEVENTEEN THOUSAND (Dollars) (\$17,000)

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

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

By signing the proposal the bidder certifies:

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

• **Signed:** **

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

Print Name:

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

Title:

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

Company:

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

- Signatures to comply with Item 2 of the specifications.

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

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

NOTICE TO CONTRACTORS

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

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

TEXAS DEPARTMENT OF TRANSPORTATION

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, (Contractor Name) _____

Hereinafter called the Principal, and (Surety Name) _____

a corporation or firm duly authorized to transact surety business in the State of Texas, hereinafter called the Surety, are held and firmly bound unto the Texas Department of Transportation, hereinafter called the 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	6472-00-001
Project	RMC - 647200001
Highway	IH0002
County	HIDALGO

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):

Control	6472-00-001
Project	RMC - 647200001
Highway	IH0002
County	HIDALGO

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

Unit price for each plant in place

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

Unit price for each ton of Flexible Base

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

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
--	-----	-----	-----	--	----	--------	---

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	7003		MOBILIZATION (CALLOUT 1) DOLLARS and CENTS	EA	20.000	1
	666	7009		REFL PAV MRK TY I (W)6"(DOT)(100MIL) DOLLARS and CENTS	LF	100.000	2
	666	7018		REFL PAV MRK TY I (W)8"(DOT)(100MIL) DOLLARS and CENTS	LF	100.000	3
	666	7024		REFL PAV MRK TY I (W)8"(SLD)(100MIL) DOLLARS and CENTS	LF	20,000.000	4
	666	7030		REFL PAV MRK TY I (W)12"(SLD)(100MIL) DOLLARS and CENTS	LF	5,000.000	5
	666	7036		REFL PAV MRK TY I (W)24"(SLD)(100MIL) DOLLARS and CENTS	LF	6,000.000	6
	666	7042		REFL PAV MRK TY I (W)(ARROW)(100MIL) DOLLARS and CENTS	EA	10.000	7
	666	7045		REFL PAV MRK TY I(W)(DBL ARROW)(100MIL) DOLLARS and CENTS	EA	2.000	8
	666	7066		REFL PAV MRK TY I (W)(WORD)(100MIL) DOLLARS and CENTS	EA	10.000	9
	666	7081		REFL PAV MRK TY I (W)(RR XING)(100MIL) DOLLARS and CENTS	EA	2.000	10
	666	7087		REF PAV MRK TY I(W)18"(YLD TRI)(100MIL) DOLLARS and CENTS	EA	2.000	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	7090		REF PAV MRK TY I(W)36"(YLD TRI)(100MIL) DOLLARS and CENTS	EA	2.000	12
	666	7111		REFL PAV MRK TY I (Y)6"(DOT)(100MIL) DOLLARS and CENTS	LF	10.000	13
	666	7114		REFL PAV MRK TY I (Y)8"(SLD)(100MIL) DOLLARS and CENTS	LF	100.000	14
	666	7123		REFL PAV MRK TY I (Y)24"(SLD)(100MIL) DOLLARS and CENTS	LF	100.000	15
	666	7347		PAVEMENT SLER 6" DOLLARS and CENTS	LF	100.000	16
	666	7348		PAVEMENT SLER 8" DOLLARS and CENTS	LF	100.000	17
	666	7352		PAVEMENT SLER 24" DOLLARS and CENTS	LF	100.000	18
	666	7408		REFL PAV MRK TY I (W)6"(BRK)(100MIL) DOLLARS and CENTS	LF	250,000.000	19
	666	7411		REFL PAV MRK TY I (W)6"(SLD)(100MIL) DOLLARS and CENTS	LF	500,000.000	20
	666	7420		REFL PAV MRK TY I (Y)6"(BRK)(100MIL) DOLLARS and CENTS	LF	100,000.000	21
	666	7423		REFL PAV MRK TY I (Y)6"(SLD)(100MIL) DOLLARS and CENTS	LF	500,000.000	22
	672	7001		REFL PAV MRKR TY I-A DOLLARS and CENTS	EA	2,000.000	23

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	672	7002		REFL PAV MRKR TY I-C DOLLARS and CENTS	EA	2,000.000	24
	672	7004		REFL PAV MRKR TY II-A-A DOLLARS and CENTS	EA	4,000.000	25
	672	7006		REFL PAV MRKR TY II-C-R DOLLARS and CENTS	EA	1,500.000	26
	677	7001		ELIM EXT PM & MRKS (4") DOLLARS and CENTS	LF	100.000	27
	677	7002		ELIM EXT PM & MRKS (6") DOLLARS and CENTS	LF	100.000	28
	677	7004		ELIM EXT PM & MRKS (8") DOLLARS and CENTS	LF	50.000	29
	677	7006		ELIM EXT PM & MRKS (12") DOLLARS and CENTS	LF	50.000	30
	677	7008		ELIM EXT PM & MRKS (24") DOLLARS and CENTS	LF	50.000	31
	677	7009		ELIM EXT PM & MRKS (ARROW) DOLLARS and CENTS	EA	10.000	32
	677	7010		ELIM EXT PM & MRKS (DBL ARROW) DOLLARS and CENTS	EA	2.000	33
	677	7015		ELIM EXT PM & MRKS (WORD) DOLLARS and CENTS	EA	10.000	34

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

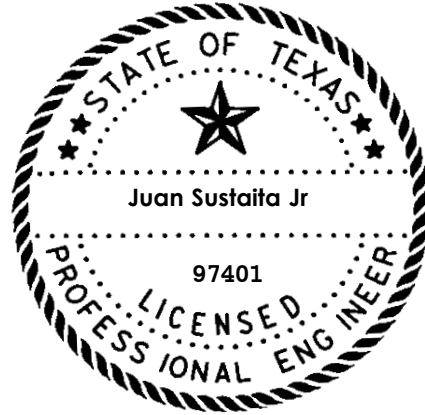
- B. If this proposal is the low bid, the bidder agrees to provide the following information prior to award of the contract.

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 6472-00-001
Project RMC - 647200001
Highway IH0002
County HIDALGO

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
Juan Sustaita Jr, P.E.
OCTOBER 25, 2024

Project Number: RMC 6472-00-001
County: HIDALGO, ETC.

Sheet A
Highway: IH 2, ETC.

GENERAL NOTES:

Note: Contractors are instructed to familiarize themselves with the conditions of the work area before bidding. The approximate quantities determined for this project are for the Contractor's information only and are not to be considered as actual quantities.

PLANS ARE REQUIRED

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

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

GENERAL

The intent of this contract is to place thermoplastic striping and raised pavement markers on various sections of state highways (non-site specific) in Hidalgo, Cameron, Willacy, Kenedy, Brooks, Jim Hogg, Zapata and Starr counties on an "as needed basis."

LIMITS:

Work will be performed District Wide on various highways in Hidalgo, Cameron, Willacy, Kenedy, Brooks, Jim Hogg, Zapata and Starr Counties for the following Maintenance Sections:

SECTION:	PHONE NUMBER:
Brownsville (001)	(956) 542-2260
Edcouch (002)	(956) 262-1254
Hebbronville (004)	(361) 527-3617
Mission (006)	(956) 585-5761
Pharr (007)	(956) 702-6270
Raymondville (008)	(956) 689-2183
Roma (009)	(956) 848-5006
San Benito (010)	(956) 399-5102

CONTRACT MANAGER: Pharr Maintenance

ITEM 2: Instructions to Bidders

Plans: Electronic copies of the plans for this project may be downloaded from the following webpage:
http://www.dot.state.tx.us/business/contractors_consultants/plans_online.htm

Contractor questions on this project are to be addressed to the following individual:
Francisco Cantu, P.E., District Maintenance Francisco.J.Cantu@txdot.gov

Contractor questions will be accepted through email, phone, and in person by the above individuals. Questions may also 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.

ITEM 4: Scope of Work

Reference SP 004-001 for Contract extension information.

ITEM 8: Prosecution and Progress

A total of **240** working days will be allowed for this project. Working days will be computed and charged in accordance with Article 8.3.1.4 Standard Workweek.

Perform work such that all equipment/machines are off the road between one half-hour before sunset and one half-hour after sunrise. Night work shall not be performed unless approved by the Engineer.

The contract shall commence upon an initial work order. Multiple work orders to procure as-needed, non-site specific work will be issued during the contract period.

Each called-out work will be initiated by phone and then followed-up with an email referenced to work location and specified work operation. Call-out work to be Districtwide and will begin within 72 hours of written notification.

Notify the Contract Manager within 24 hours in advance of work operations. In addition, notify the engineer or his representative by 8:15 A.M. should work operations not be accomplished for any reason.

Contract Prosecution – Each contract awarded by the Department stands on its own and as such, is separate from another contract. A contractor awarded multiple contracts, must be capable and sufficiently staffed to concurrently process any or all contracts at the same time. The contractor will notify the Contract Manager in charge of his intended starting point, if not so stated on the Start Up Letter.

The contractor shall notify the Contract Manager of any intention to deviate from the proposed scheduled route. The Contractor will furnish a proposed schedule of work for the Engineer’s review and approval. Any deviations of the schedule will require approval by the Engineer.

During peak traffic hours, work may be limited to the hours of 9:00 a.m. to 4:00 p.m., Monday through Friday, unless otherwise approved by the Engineer.

Negligence of the Contractor or not being able to obtain necessary materials does not release time charges or incurred Liquidated Damages.

ITEM 500, MOBILIZATION:

This item will be paid on an individual work order basis. Only one mobilization item will be paid on each work order.

ITEM 502, BARRICADES, SIGNS, AND TRAFFIC HANDLING:

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 and Highways” and as directed. All warning signs will be factory made and in satisfactory condition.

Provide flagmen properly attired in a white hard hat, approved safety vest and stop/slow paddle. Provide two-way radios in areas where flagmen do not have visual contact with one another or cannot communicate with one another.

Provide shadow vehicles equipped with Truck Mounted Attenuators (TMA) as shown on Traffic Control Plan (TCP) standards (2 series).

Limit lane closures to a maximum of 2 miles. If more than one lane closure location is desired, provide a minimum of a 2 mile passing zone between locations. Provide a separate sign set up for each location.

Ensure equipment and materials are a minimum of 30 feet from the edge of the travel lane during non-working hours.

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

Maintain traffic control devices by taking corrective action when notified. Corrective actions include, but are not limited to, cleaning, replacing, straightening, covering, and removing devices. Maintain the devices such that they are properly positioned and spaced, legible, and have retroreflective characteristics that meet requirements day or night and in all weather conditions.

The work performed, materials furnished and all labor, tools, equipment and incidentals necessary to complete the work for "Traffic Control" will not be measured or paid for directly, but will be considered subsidiary to the various bid items of the contract.

The Engineer may authorize or direct in writing the removal or relocation of project limit advance warning signs. When project limit advance warning signs are removed before final acceptance, provide traffic control in accordance with the TMUTCD for minor operations as approved.

Remove all traffic control devices upon completion of the work as shown on the plans or as directed.

Initiation of Payment. Payment for this Item will begin on the first estimate after barricades, signs, and traffic handling devices have been installed in accordance with the TCP and construction has begun.

"Measurement" will be paid for at the unit price bid for "Barricades, Signs, and Traffic Handling." This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, and incidentals.

Barricades, Signs, and Traffic Handling will be measured by the month. Law enforcement officer and patrol vehicle will be measured by the hour.

ITEM 666: REFLECTORIZED PAVEMENT MARKINGS

Rate of Production:

Each call-out will be a minimum of 15,000 LF of striping and includes all approved striping to be incorporated into the work order over various sections of roadway. The minimum length of striping for any location will be 2,500 LF. All respective call-outs will begin within 72 hours of written notification. Complete work within 20 calendar days for each work order.

Centerline and "No Passing Zones" are established by TxDOT. Other necessary markings (edge lines, gores, offset points, etc.) will be established at the contractor's expense.

Remove temporary pavement markings (flexible-reflective roadway marker tabs or removable prefabricated pavement markings) immediately after permanent markings are placed. This work will be considered subsidiary to this bid item.

Place pavement marking material on roadways at any time during the year. Use standard installation method as this material is subject to temperature and moisture limitations specified.

Dispose of markings and markers in accordance with Federal, State and Local Regulations. Excess material shall be removed by the Contractor.

Quantities may be varied during actual operations to accommodate field conditions.

Sealer for Type I Markings will be exclusive for concrete areas. The pavement sealer must be acrylic unless otherwise shown on the plans.

Control of Materials:

All ReflectORIZED Pavement Markings will be Type I, Thermoplastic.

Type I Marking Materials. Furnish in accordance with DMS-8220, "Hot Applied Thermoplastic."

Furnish pavement marking material used for Type I profile markings and shadow markings that have been approved by the Construction Division, and in accordance with DMS-8220, "Hot Applied Thermoplastic."

Type II Marking Materials. Furnish in accordance with DMS-8200, "Traffic Paint."

Unless otherwise directed by the Engineer, or his representative, all Type I Markings (Thermoplastic) must be a thickness of 0.100 inches (100 mils) for all markings on this contract. The beads used on this project shall meet the requirements of Departmental Materials Specification DMS-8290, Glass Traffic Beads Texas Type II & III. Use a 50% Type II/ 50% Type III mix utilizing a double drop system with Type III beads dropped first.

All marking materials will be supplied by the Contractor and purchased on the open market.

The Contractor will be responsible for legally disposing of all waste material at an approved landfill.

Glass Traffic Beads. Furnish drop-on glass beads in accordance with DMS-8290, "Glass Traffic Beads" or as approved. Furnish a double-drop of Type II and Type III drop-on glass beads where each type bead is applied separately in equal portions (by weight), unless otherwise approved. Apply the Type III beads before applying the Type II beads.

Scope of Work:

Prior to application, pavement surfaces will be cleaned by the Contractor to remove excessive debris (including, but not limited to, dead animals, lumber, tire tread, etc.). The areas will be swept or blown clean of all foreign materials. This work will not be paid for directly, but will be considered subsidiary to the Item 666, "Reflectorized Pavement Markings".

The Contractor will be required to provide for the safe passage of traffic on, and/or across existing highways, roads, or streets, where such facilities are involved in this project. The number of traffic lanes may be reduced during daylight hours, when approved by the Engineer, but such lanes will be restored and remain unobstructed for travel at night except when approved by the Engineer, or his representative, in writing.

Any permanent pavement markings lacking reflectivity in accordance with test method Tex 828-B will not be paid for, as per District policy. The roadway will be re-stripped at no additional compensation.

Prior to any striping operations, an on-site coordination meeting between all the parties involved will be required to review striping details and requirements to ensure quality work.

ITEM 672: RAISED PAVEMENT MARKINGS:

Rate of Production: Each call-out will be a minimum of 1,000 markers and includes all approved raised pavement marker to be incorporated into the work order. Complete work within 20 calendar days of written notification. Removal of existing raised pavement markers will be considered subsidiary to this bid item.

Quantities may be varied during actual operations to accommodate field conditions.

Control of Materials:

All materials and incidentals essential for the completion of this contract will be supplied by the Contractor and purchased on the open market.

Adhesives:

Furnish in accordance with DMS-6100 "Epoxies & Adhesives" and DMS-6130 "Bituminous Adhesives for Pavement Markers."

Bituminous adhesive must be used on bituminous pavement. Epoxy adhesive must be used on portland cement concrete pavement.

Project Number: RMC 6472-00-001
County: HIDALGO, ETC.

Sheet E
Highway: IH 2, ETC.

Scope of Work

All the Raised Pavement Markers for this project are required to meet Departmental Materials Specification DMS 4200, "Pavement Markers (Reflectorized)", High Volume (HV) Classification.

A list of approved suppliers is maintained by the Department's General Services Division.

Surfaces to which markers are to be attached by an adhesive must be prepared by a method approved by the Engineer or his representative to ensure that the surface is free of dirt, curing compound, grease, oil, moisture, loose or unsound pavement markings and any other material which would adversely affect the adhesive bond.

Surface preparation for installation of raised pavement markers will not be paid for directly, but will be considered subsidiary to Item 672, "Raised Pavement Markers".

Prior to any Pavement Marking operations, an on-site coordination meeting between all the parties involved will be required to review striping details and requirements to ensure quality work.

Item 677: Eliminating Existing Pavement Markings and Markers

When removing existing pavement markers, removal must be in accordance with Item 677, "Eliminating Existing Pavement Markings and Markers". All markers removed will not be paid for directly, but will be considered subsidiary to Item 672 "Raised Pavement Markers".

Dispose of markings and markers in accordance with Federal, State and Local Regulations. Excess material shall be removed by the Contractor.

Elimination limits will be provided by the State for each location requiring elimination prior to beginning a location. The contractor shall coordinate with the State at least one (1) working day to allow the State to provide limits.

Note: There may be more raised pavement markers removed than there will be installed.

Surface damage resulting from the removal of pavement markers must be repaired with hot mix asphaltic material or adhesive (if the damage area is not greater than 6" X 6"). When using hot mix asphaltic material, the hot mix must be put in place and compacted to the satisfaction of the Engineer. All costs for repairs to the pavement will be at the Contractor's expense.

The Contractor will be required to provide for the safe passage of traffic on, and/or across existing highways, roads, or streets, where such facilities are involved in this project. The number of traffic lanes may be reduced during daylight hours, when approved by the Engineer, but such lanes must be restored and remain unobstructed for travel at night except when approved by the Engineer, or his representative, in writing.

Asphalt and aggregate types and grades shall be as approved in writing when a surface treatment is used to eliminate existing pavement markings.

CONTROL : 6472-00-001
PROJECT : RMC - 647200001
HIGHWAY : IH0002
COUNTY : HIDALGO

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 666 RETROREFLECTORIZED PAVEMENT MARKINGS <316><502><662><667>
<677><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 SPECIFICATIONS:

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH
----- PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER
PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-

LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

CHILD SUPPORT STATEMENT

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

CONFLICT OF INTEREST CERTIFICATION

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

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

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

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

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

E-VERIFY CERTIFICATION

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

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

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

Certification Regarding Disclosure of Public Information

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

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

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

By entering into Contract, the Contractor agrees to:

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

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

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

CERTIFICATION TO NOT BOYCOTT ISRAEL

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

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

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

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

CERTIFICATION TO NOT BOYCOTT ENERGY COMPANIES

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

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

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

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

CERTIFICATION TO NOT DISCRIMINATE AGAINST FIREARM ENTITIES OR FIREARM TRADE ASSOCIATIONS

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

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

This provision applies to a contract that:

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

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

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

Special Provision to Item 000

Nondiscrimination



1. DESCRIPTION

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

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

2. DEFINITION OF TERMS

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

3. NONDISCRIMINATION PROVISIONS

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

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

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

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

Special Provision 000

Important Notice to Contractors



1. GENERAL

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

2. 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

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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