



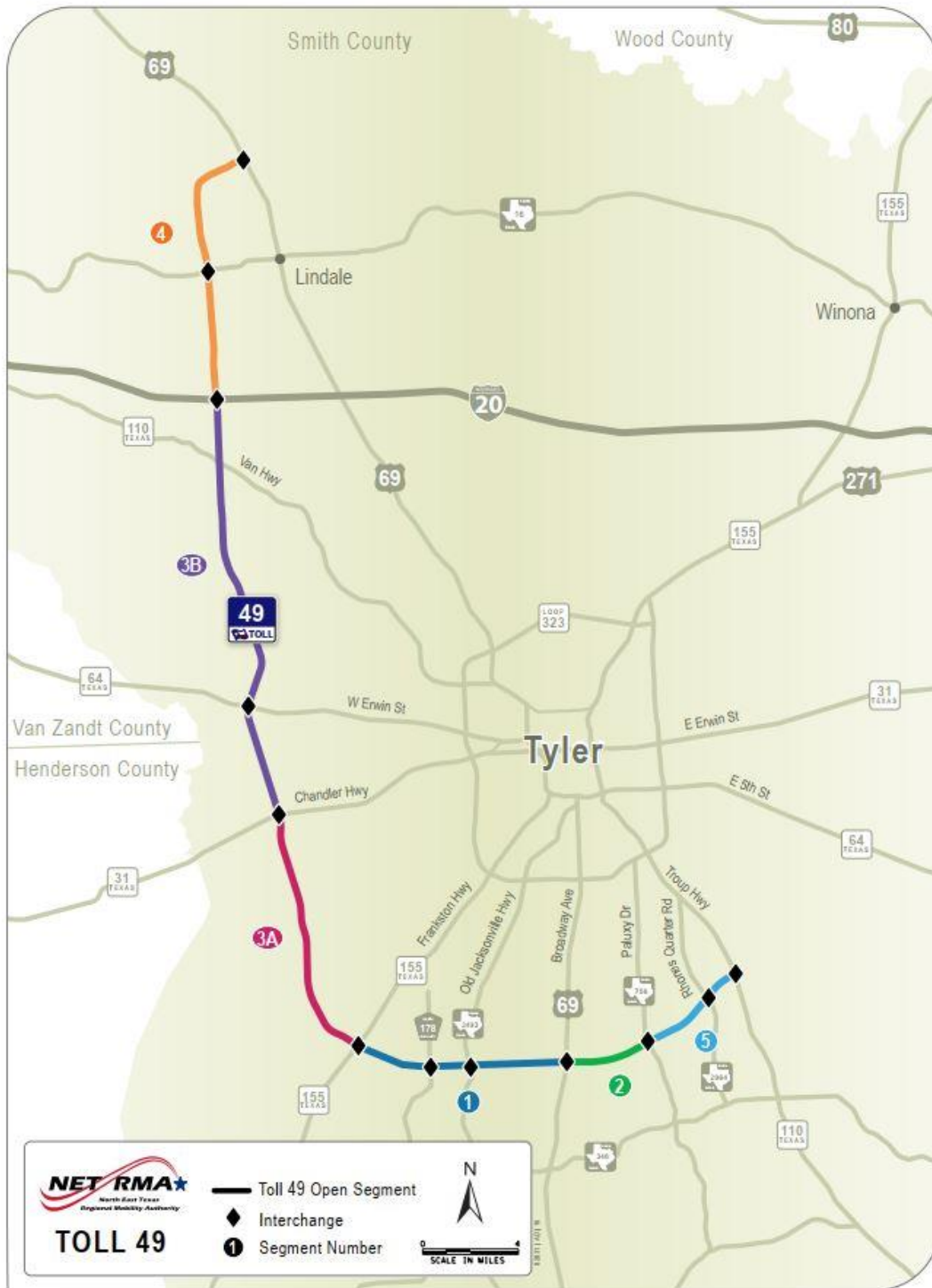
## **TOLL 49 TOTAL MAINTENANCE CONTRACT**

### **RFP – REQUEST FOR PROPOSAL**

RFP Issue Date	Thursday, October 17, 2019
Questions Due	Thursday, October 31, 2019
<b>RFP Due (Submittal Deadline)</b>	Thursday, November 14, 2019
Evaluation Committee Review	Week of November 18, 2019
Interviews	Week of December 2, 2019
Estimated Selection Date	Wednesday, December 11, 2019

**North East Texas Regional Mobility Authority  
1001 ESE Loop 323; Suite 420  
Tyler, Texas 75701**

## TOLL 49 TOTAL MAINTENANCE CONTRACT



## **NOTICE #1**

**All Proposals must be submitted  
in a sealed envelope**

**BEFORE 4:00 P.M. (CST)**

**on Thursday, November 14, 2019 to:**

**NORTH EAST TEXAS REGIONAL  
MOBILITY AUTHORITY**

**1001 ESE Loop 323, Suite 420**

**Tyler, Texas 75701**

**Attn: Chris Miller**

## **NOTICE #2**

# **Toll 49 TOTAL MAINTENANCE CONTRACT**

To obtain a copy of the Proposal Documents for this project, please contact  
[Tammy.Sims@atkinsglobal.com](mailto:Tammy.Sims@atkinsglobal.com).

**Proposals Due: Thursday, November 14, 2019**

**Proposal packets are also available on the NET RMA Website  
at:**

**[www.netrma.org](http://www.netrma.org)**

Proposers must acknowledge the receipt of any and all addenda on the solicitation response.

Failure to acknowledge may be cause for your Proposal to be considered non-responsive.

# **NOTICE #3**

**Last day to submit all questions is**

**Thursday, October 31, 2019**

**at 3:00 P.M.**

**All questions must be submitted in writing to  
Everett Owen and Mark McClanahan**

**[Everett.Owen@netrma.org](mailto:Everett.Owen@netrma.org)**

**[Mark.McClanahan@netrma.org](mailto:Mark.McClanahan@netrma.org)**

## **NOTICE #4**

### **Method of Award has a special provision for this project:**

**All contractors must be pre-qualified by TxDOT to Propose this project.**

**All questions regarding the prequalification process please visit:**

**<http://www.txdot.gov/business/contractors.html>**

# TABLE OF CONTENTS

## Toll 49 TOTAL MAINTENANCE CONTRACT

SECTION DESCRIPTION	Page No.
REQUEST FOR PROPOSAL .....	1
TOLL 49 TOTAL MAINTENANCE LOCATION .....	2
TABLE OF CONTENTS .....	7
TABLE OF DOCUMENTS .....	8
CONTRACT COMPONENTS CHECKLIST .....	9
INVITATION TO PROPOSE .....	11
SCOPE OF WORK.....	13
INFORMATION FOR PROPOSERS .....	14
STATE SALES TAX .....	20
PRICE PROPOSAL.....	28
NOTICE TO THE PROPOSER .....	29
PRICE PROPOSAL SHEET .....	31
LETTER OF COMMITMENT .....	61
FORM OF CONTRACT .....	62
PERFORMANCE BOND .....	64
PAYMENT BOND.....	67
NOTIFICATION TO CONTRACTORS INSURANCE REQUIREMENTS.....	70
TXDOT 2014 STANDARD SPECIFICATIONS FOR CONSTRUCTION .....	72
TXDOT SUPPLEMENTAL CONDITIONS .....	73
SAFETY STANDARD AND ACCIDENT PREVENTION.....	78
PROPOSAL PROTEST PROCEDURES .....	79
GENERAL NOTES.....	80

**TABLE OF DOCUMENTS**  
**TO BE FILLED OUT BY PROPOSER AND RETURNED**  
**WITH THE PROPOSAL**

**Toll 49 TOTAL MAINTENANCE CONTRACT**

<b>SECTION DESCRIPTION</b>	<b>Page No.</b>
PROPOSAL EXECUTION PAGE.....	54
BOND.....	55
SUBCONTRACTOR AND/OR SUPPLIER IDENTIFICATION.....	58
STATEMENT OF INCORPORATED MATERIALS.....	59
AFFIDAVIT .....	60



## **CONTRACT COMPONENTS CHECKLIST**

### **FOR A NON-RESPONSIVE PROPOSAL**

**Non-responsive Proposals.** Nonresponsive Proposals will not be considered, including those that have one or more of the deficiencies listed below.

- B. The Proposal is submitted by an unqualified Proposer.
- C. The person (or in the case of a joint venture – persons) does not sign the Proposal.
- D. The Proposal is in a form other than the official Proposal documents issued to the Proposer.
- E. The Proposal was received after the time deadline or at some location other than that specified in the notice or as may have been extended.
- F. The bid guaranty does not comply with Section 5.18 of the North East Texas Regional Mobility Authority Policies and Procedures Governing the Procurement of Goods and Services (“NET RMA Procurement Policies”).  
<https://www.netrma.org/assets/NET-RMA-Procurement-Policies-9.13.16.pdf>
- G. The proposer was not authorized to submit a proposal under the NET RMA Procurement Policies.
- H. More than one Proposal involves a Proposer under the same or different names (A Proposer may submit a proposal and participate as a material supplier, subcontractor, or both to any or all Proposers contemplating submitting a Proposal for this work).
- I. The Bid bond does not comply with the requirements contained in the Respond for Proposal.
- J. The Proposal submitted has the incorrect number of items.
- K. A computer printout, when used, is not signed in the name of the Proposer (or joint Proposers, in the case of a joint venture), is not in the proper format, or omits required Items or includes an Item or Items not shown in the Price Proposal bid.
- L. The Proposer fails to acknowledge or improperly acknowledges receipt of all addenda issued.
- M. The Proposer modifies the Proposal in a manner that alters the conditions or requirements for work as stated in the Proposal form.
- N. The Price Proposal is not submitted on the prescribed form or all blank spaces for bid prices are not filled in, with ink or typewritten. Failure to fill in all blank spaces

shall cause the Proposal to be deemed not responsive and Proposal will not be considered in determining the best value responsible proposer.

- O. Each Proposal must be submitted in a sealed envelope bearing on the outside the name of the Proposer, his/her address and the name of the project for which the Proposal is submitted. If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified.



## **Toll 49 Total Maintenance Contract**

### **REQUEST FOR PROPOSAL (RFP)**

#### **Invitation to Propose**

**Sealed Proposals** will be received by the North East Texas Regional Mobility Authority (NET RMA), 1001 ESE Loop 323, Suite 420; Tyler, Texas 75701 or HAND DELIVERED to the Office of the NET RMA **before 4:00 p.m. November 14, 2019**, for furnishing the NET RMA with the **Toll 49 TOTAL MAINTENANCE CONTRACT**.

The NET RMA reserves the right to accept or reject any or all Proposals and to waive formalities. In case of ambiguity in stating the price in the Proposal, the NET RMA reserves the right to consider the most advantageous construction thereof or to reject any proposals.

Each Proposal must be submitted on the prescribed forms and all blank spaces for prices on the Price Proposal must be filled in, with ink or typewritten. FAILURE TO FILL IN ALL BLANK SPACES SHALL CAUSE THE PROPOSAL TO BE DEEMED NOT RESPONSIVE AND THE PROPOSAL WILL NOT BE CONSIDERED IN DETERMINING THE RESPONSIBLE PROPOSER WITH THE BEST VALUE RESPONSIVE PROPOSAL. Line item entries shall prevail over sum total entries. When discrepancies exist between unit prices and corresponding extended prices, unit prices shall prevail.

The items and quantities listed on the prescribed Price Proposal form contained herein are approximate. All items listed may not be used, and additional items not listed may be used in performance of the work. Actual quantities of work performed may be over or under the quantities shown. The Price Proposal Item form is an aid to be used in identifying the lowest responsive Price Proposal bid.

**Cone of Silence Period**: Please note requirements of “Cone of Silence” Period found in the Section on “Information for Proposers”, item number 25. The Cone of Silence Period prohibits any communication except as provided in item number 25. The Cone of Silence Period begins on the day the RFP is advertised and terminates on the day that the Proposals are submitted.

**Please note the NET RMA’s qualification for award of this project in Section 5, Construction and Building Contracts of the NET RMA Procurement Policies, items 5.2, Qualification of Bidders:**

Only Proposers pre-certified by TxDOT may submit proposals on this project.

**Instructions to Proposers:** Free Proposal packets (Proposal Documents, Specifications and all required forms) are available electronically from Tammy Sims, NET RMA General Engineering Consultant, Tammy.Sims@atkinsglobal.com or via the NET RMA website at [www.netrma.org](http://www.netrma.org).

**Bid Security:** Each Proposal must be accompanied by a bond naming the NET RMA as obligee and duly executed by the Proposer as principal and having a surety thereon from a surety company approved by the NET RMA, in the amount of five percent (5%) of the total bid price (including base bid(s), option(s) and alternate(s). **ALL BID BOND FORMS MUST CONTAIN ORIGINAL SIGNATURE(S).**

The successful proposer(s) must furnish a performance and payment bond as required by law and by the terms of this contract.

Chris Miller  
Executive Director  
NORTH EAST TEXAS REGIONAL MOBILITY AUTHORITY  
1001 ESE Loop 323, Suite 420  
Tyler, Texas 75701

Advertised in the Tyler Morning Telegraph and the Longview News Journal on October 17 and 18, 2019 and posted at [www.netrma.org](http://www.netrma.org) on October 17, 2019.



## **Toll 49 TOTAL MAINTENANCE CONTRACT**

### **SCOPE OF WORK**

This work consists of the routine maintenance, pavement repairs and preservation improvements on all segments of Toll 49 (from US 69 to SH 110 east) in Smith County, Texas. Pavement repairs and preservation will include, but not be limited to, such things as pothole repairs; crack sealing; removal and replacement of the hot mixed asphaltic concrete (HMAC) pavement surface course, pavement asphalt base course, and/or flexible base course to repair areas of alligator cracking, block cracking, edge failure and other similar pavement distresses. Repairs may also include removing surface paving and flexible base courses and installing full-depth asphalt sections. Improvements will include, but not be limited to, placement of seal coats, one and/or two-course surface treatments, milling and inlays, striping and markings, and other items as needed to provide a uniform seal and riding surface to the existing roadway, and/or to present a uniform and pleasing appearance to areas of pavement that have had numerous repairs.

The items and quantities contained in these documents represent the items and quantities expected to be needed for Toll 49 over the contract period. Work will be performed on a CALL OUT basis at locations identified by the NETRMA Representative. Individual work orders will be issued to the winning proposer(s) by the NET RMA for routine maintenance, pavement repairs and preservation improvements on an as-needed basis, and in accordance with budget requirements of NET RMA. This is a CALL OUT contract and Plan Quantity Measurement does not apply.

For each work order issued, the Contractor will be required to initiate work within seventy-two hours (72-hrs) for routine maintenance and normal repairs and within twenty-four hours (24-hrs) for emergency repairs or as approved by the NET RMA Representative.

In response to issuance of a normal work order, the Contractor shall provide to the NETRMA in writing (e-mail accepted) information detailing the Contractor's proposed schedule, estimated cost, and traffic control methods to be utilized for completion of the work order. The proposer's notices shall be addressed to: [mark.mcclanahan@netrma.org](mailto:mark.mcclanahan@netrma.org).

The description of this scope of work, as shown above, is only a general overview of this project. Contractor shall refer to the Contract Specifications for further information. It is noted that there are no Construction Drawings (plans) for this project.

### **END SCOPE OF WORK**

# **Toll 49 TOTAL MAINTENANCE CONTRACT**

## **INFORMATION FOR PROPOSERS**

### **2. RECEIPT OF PROPOSALS**

The North East Texas Regional Mobility Authority (NET RMA), a regional political entity, invites any interested party to submit a response (Proposal) to this request for proposals (RFP) for a Toll 49 Total Maintenance contract to perform routine Maintenance Services and associated items on existing NET RMA Toll 49 roadway from right-of-way (ROW) to ROW. The system includes: Toll 49 from US 69 North of Lindale, Texas to SH 110 near Whitehouse, Texas. The Successful Proposer will be selected using a Best Value Selection Process.

The term of this Contract will include an initial 2-year term (24 months), terminating December 31, 2021, with two additional 1-year renewal options to extend the Initial Term to a maximum of 4 years (48 months). The Initial Term includes the 30-day mobilization and material procurement period and shall continue thereafter for a period of 2 years (24 months), unless terminated earlier in accordance with the terms of this Contract.

The NET RMA reserves the right to accept or reject any or all Proposals and, to the extent permitted by law, to waive informalities or irregularities that are not material and do not cause the proposal to be non-responsive pursuant to the Contracts Component Checklist. All proposals are to be prepared and submitted in accordance with the provisions of the Information for Proposers, and NET RMA reserves the right to reject any Proposal as being nonresponsive to the proposal request. The NET RMA may, in its sole discretion, determine that any non-material defect in the proposal is harmless if such defect relates to an element that is not material, mandatory or essential to the responsiveness of the proposal, and the NET RMA may accept the proposal in spite of the existence of such a harmless non-material defect. Any proposal received after the time and date specified shall not be considered. No Proposer may withdraw a proposal within ninety (90) consecutive calendar days after the actual date of the submittal thereof.

### **3. PREPARATION OF PROPOSAL**

A Proposal consists of a Technical Proposal and a separate Price Proposal, submitted to the NET RMA in a single package, in form and quantities as described below.

The original Price Proposal shall be submitted in a separately sealed package or envelope enclosed in the Proposal package, labeled as the Price Proposal.

The entire Proposal in the form and quantities described below must be packaged together in a clearly identified and labeled package delivered to the NET RMA. The outside of the sealed Proposal Package shall be labeled as follows:

**Toll 49 Total Maintenance Proposal**

The Date and Time of the Submittal Deadline

To: Chris Miller, Executive Director

From: Proposer's name, contact person, and address

The outside of each separately sealed package in the Proposal Package shall be labeled as follows:

**Technical Proposal**

The Date and Time of the Submittal Deadline

To: Chris Miller, Executive Director

From: Proposer's name, contact person, and address

**Price Proposal**

The Date and Time of the Submittal Deadline

To: Chris Miller, Executive Director

From: Proposer's name, contact person, and address

**PROPOSAL REQUIREMENTS**

**Technical Proposal Requirements**

***Format***

Except for charts, exhibits and other illustrative and graphical information, all information shall be submitted on 8.5-inch by 11-inch paper. Charts, exhibits, and other illustrative and graphical information may be submitted on 11-inch by 17-inch paper, but must be folded to 8.5-inch by 11-inch, with the title block showing. The 11-inch by 17-inch pages shall not be used for text. Printed lines may be single spaced with a type font size no smaller than 12-point Times New Roman. The minimum font size for tables, graphics, maps, and charts shall be 10-point. All dimensional information must be shown in English units. Legibility, clarity, and completeness of the technical approach are essential. Pages may be printed double-sided, with each side counting as one page.

Unnecessarily elaborate special brochures, artwork, expensive paper, and expensive visual and other presentation aids are neither necessary nor desired. The use of bindings and will be at the Proposer's discretion.

The failure by a Proposer to follow the specified outline or comply with the specified page limits or format requirements in the Proposal may result in disqualification of the Proposal and the Proposer.

## **Content and Evaluation Criteria**

The total maximum page limit for the Technical Proposal is 15 pages, excluding key personnel resumes. The Technical Proposal MUST be organized to correspond to the items listed in Table 1.

**Table 1: Technical Proposal Content and Scoring**

<b>Structure of Chapters</b>	<b>Points</b>
I. Project Management Plan	25
II. Previous System Maintenance Experience	50
III. Safety and Health Plan	25

### **I. Project Management Plan**

As part of the Technical Proposal the Proposer shall provide a Project Management Plan in accordance with Table 1.

1. An organizational chart shall be provided to define the lines of communications and the responsibilities of the project administration, key personnel, names, contact details, titles, and job roles.
2. The Proposer will be expected to provide competent field staff and qualified supervisory personnel who will manage the Work on a day-to-day basis.
3. Provide a description and location of the Proposer's facilities that will be utilized for this contract.
4. Identify any subcontractor proposed to assist the Proposer in providing maintenance activity or otherwise accomplishing the Work. Describe the Work activity anticipated to be performed by subcontractors and their experience in performing those activities on projects of a similar nature.

### **II. Previous System Maintenance Experience**

Describe the Proposers previous experience in providing system wide maintenance. Specify types of maintenance work performed and include innovations used.

Provide references for previous system wide maintenance projects completed or under maintenance within the last five (5) years and the annual contract amount. Contact information includes person's name, title, telephone number, address, and project name. The NETRMA reserves the right, at its sole discretion, to contact the individual(s) listed.



### **III. Safety and Health Plan**

Describe the Safety & Health Plan and safety standards that will be followed. Identify significant development difficulties that may be anticipated in performing the Work and indicate how those difficulties will be resolved. Any specific innovative techniques to be used should also be described.

### **Price Proposal Requirements**

The unit price offered by Proposer for all items listed in the Proposal must be completed and submitted on the Price Proposal Forms included with this RFP. All prices included in the Price Proposal shall be in U.S. dollar currency only.

Each Price Proposal must be submitted in the prescribed form and all blank spaces for unit prices must be filled in, in ink or typewritten. FAILURE TO FILL IN ALL BLANK SPACES SHALL CAUSE THE PROPOSAL TO BE DEEMED NOT RESPONSIVE AND THE PROPOSAL WILL NOT BE CONSIDERED IN DETERMINING THE SUCCESSFUL RESPONSIVE PROPOSAL FROM A RESPONSIBLE PROPOSER. LINE ITEM ENTRIES SHALL PREVAIL OVER SUM TOTAL ENTRIES. WHEN DISCREPANCIES EXIST BETWEEN UNIT PRICES AND CORRESPONDING EXTENDED PRICES, UNIT PRICES SHALL PREVAIL.

**FOUR (4) COPIES of the Technical Proposal and ONE (1) COPY of the Price Proposal is required to be submitted.**

### **INTERVIEWS:**

After the Technical Proposals are evaluated, all qualified Proposers for the project will be required to appear for interviews. Interviews shall be conducted so as to solicit information to enable the NET RMA to evaluate the capability of the applicable Proposers to provide the desired services. The NET RMA will notify a Proposer of the schedule, order and procedure for the Interview, including identity of the interviewees. Interviews will be evaluated and the score will be part of the basis for the selection.

### **Evaluation Process**

The NET RMA intends to award the contract to the responsive Proposer that has complied with all of the requirements of the RFP, is technically qualified, and offers the best value for the NET RMA. The intent of the NET RMA in this evaluation process is to create a fair and uniform basis for the evaluation of the Proposals.

The NET RMA may at any time issue one or more requests for clarification to the individual Proposers, requesting additional information or clarification from a Proposer, or may request a Proposer to verify or certify certain aspects of its Proposal. Proposers shall respond to any such requests within two Business Days (or such other time as is specified by the NET RMA) from receipt of the request. The scope, length and topics to be addressed in clarifications shall be prescribed by, and subject to the discretion of the NET RMA.

### ***Technical Proposal Evaluation***

The Technical Proposal shall be reviewed, evaluated and scored by the responses to the information required using the content and scoring in **Table 1**. The NET RMA reserves the right, at its sole discretion, to contact any Proposer to seek clarification regarding information contained in their Technical Proposal but shall have no obligation to do so. In submitting its Technical Proposal, a Proposer should not assume it will be provided an opportunity to subsequently clarify or otherwise discuss any feature thereof.

### ***Interview Evaluation***

The Interview will be conducted and scored to evaluate the capability of the applicable Proposers to provide the desired services. The Technical Proposal and interview will not carry equal weight. The Technical Proposal will count as 75% of the Final Technical Score and the interview as 25%. The combined score will be worth a maximum of 100 points using the following formula:

$$\text{FTS} = (\text{TP} \times 75\%) + (\text{IS} \times 25\%)$$

Where:        FTS = Final Technical Score  
                 TS = Technical Score  
                 IS = Interview Score

The Final Technical Score will weighted as 30% of the Final Total Proposal Score (FTPS)

### ***Price Proposal Evaluation***

The Price Proposals will be evaluated against each other and the lowest total Price Proposal will receive the highest number of points. The Price Proposal of Proposers will be evaluated against each other at a maximum of 100 points using the following formula:

$$\text{PPS} = (\text{LPP} / \text{PP}) \times 100$$

Where:        PPS = Price Proposal Score  
                 LPP = Lowest Price Proposal  
                 PP = Price Proposal

The Price Proposal Scores will be weighted at 70% of the Final Total Proposal Score (FTPS).

### **FINAL TOTAL PROPOSAL SCORE - Best Value Determination**

Upon conclusion of the evaluations of the Technical Proposals and the Price Proposals, the NET RMA will perform the final Best Value calculation to determine the Final Total Proposal Score (FTPS) and the final Best Value ranking. The FTPS for each Proposer is calculated by the following formula, with the Proposer whose score is the highest FTPS being the recommended Best Value Proposer.

$$\text{FTPS} = (\text{TS} \times 30\%) + (\text{PPS} \times 70\%)$$

Where:	FTPS =	Final Total Proposal Score
	FTS =	Technical Score
	PPS =	Price Proposal Score

The Executive Director will recommend the Proposer whose Proposal represents the best value for the NET RMA. After receiving the recommendation of the Executive Director, the Board of Directors may select the Proposer whose Proposal represents, in the Board's sole determination, the best value for the NET RMA.

## **\* NOTICE \***

### **STATE SALES TAX**

The NET RMA is a “tax exempt” agency. However, the successful Proposer may be required to pay state sales tax for the purchase, rental or lease of tools, machinery and equipment used in the performance of the awarded contract and for materials purchased which are not incorporated into the completed project. It is the obligation of the Proposer to ascertain the amount of state sales tax to be paid under Chapter 151 of the Texas Tax Code and to include this amount in his/her proposal submitted to the NET RMA. For further information, the Proposer may wish to contact the office of the Texas Comptroller of Public Accounts at 1-800-252-5555.

#### **4. SIGNATURE FORMALITIES**

**THE FULL COMPANY NAME OF THE PROPOSER SHOULD BE NOTED ON EVERY PAGE OF THE PROPOSAL AND SHALL BE SIGNED WITH THE PROPOSER’S OFFICIAL SIGNATURE.** The name of the signing party or parties should be typewritten or printed under all signatures on the signature page of the proposal.

The Proposer should observe the following additional formalities specific to its form or ownership:

- a. If a corporation, a Corporate Certificate must be completed by the Secretary or by another officer if the Proposal is signed by the Secretary. In lieu of the certificate, there may be attached to the proposal copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the corporate seal to be true copies.
- b. If the Proposer should be operating as a partnership, each general partner should sign the proposal. If the proposal is not signed by each partner, there should be attached to the proposal a duly authenticated power of attorney evidencing the signer’s authority to sign such proposal for and in behalf of the partnership.
- c. If the Proposer is an individual, the trade name (if the Proposer is operating under an assumed name) should be indicated in the proposal and the proposal should be signed by such individual. If signed by one other than the Proposer, there should be attached to the proposal a duly authenticated power of attorney evidencing the signer’s authority to execute such proposal for and in behalf of the Proposer.

**5. SUBCONTRACTS**

The Proposer is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be found acceptable by the NET RMA BEFORE the contract is awarded.

**6. METHOD OF AWARD-LOWEST RESPONSIBLE AND RESPONSIVE PROPOSER**

A contract will be awarded to the responsible proposer with the Best Value Proposal. **Conditional proposals will not be accepted.**

**7. TIME OF AWARD**

The Contract shall be deemed as having been awarded when formal written Notice of Award has been duly served upon the Proposer to whom the NET RMA has awarded the contract by some officer or agent of the NET RMA duly authorized to give such notice. Upon receipt of such written notice, the Contractor will proceed to verify the availability of the required materials or equipment needed to perform the work and submit a notice of availability to the NET RMA Project Director. If problems are encountered in the availability of materials or equipment, the NET RMA will be notified in writing prior to scheduling of the Preconstruction Conference.

**8. PROPOSAL SECURITY**

Each proposal must be accompanied by an original Bid Bond prepared in the form of a Bid Bond attached hereto, naming NET RMA as obligee and duly executed by the Proposer as principal, and having as surety thereon a surety company approved by the NET RMA, in the amount of five percent (5%) of the TOTAL base bid price (cash, personal checks, company checks, cashier's checks or any security other than a bid bond will not be accepted). Each Bid Bond submitted must be an original Bid Bond with original signatures of the principal and surety. The surety company providing the Bid Bond shall designate an agent resident who resides within the County of Smith to whom any requisite notices may be delivered and with whom service of process may be rendered in matters arising out of the suretyship. Such bid bonds will be returned to all except the three lowest Proposers within five (5) consecutive calendar days after the evaluation of the Proposals, and the remaining bid bonds will be returned promptly after the NET RMA and the accepted Proposer have executed the Contract, or, if no award has been made, within ninety (90) consecutive calendar days after the date of the evaluation of the proposals, upon demand of the Proposer at any time thereafter, so long as he/she has not been notified of the acceptance of his/her Proposal.

**9. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

The successful Proposer, upon its failure or refusal to execute and deliver the Contract, insurance certificates and bonds required herein within fourteen (14)

consecutive calendar days after it has received notice of the acceptance of its Proposal, shall forfeit to the NET RMA, as liquidated damages for such failure or refusal, the security deposited with its Proposal.

## **10. BONDING REQUIREMENTS**

In accordance with Chapter 2253, Texas Government Code, NET RMA requires the following for all public works contracts:

- a. A Performance Bond for all public works contracts in excess of **\$25,000**. The performance bond shall be for one hundred percent (100%) of the contract price and conditioned on the faithful performance of work in accordance with the drawings, specifications, and contract documents.
- b. A Payment Bond for all public works contracts in excess of **\$25,000**. The payment bond shall be for one hundred percent (100%) of the contract price for the protection and use of the payment bond beneficiaries who have a direct contractual relationship with the prime contractor or subcontractor to supply public work labor or material.

The surety company providing the Payment Bond shall designate an agent resident who resides within the County of Smith to whom any requisite notices may be delivered and with whom service of process may be rendered in matters arising out of suretyship.

In accordance with Section 3503.004 of the TEXAS INSURANCE CODE, if a Performance or Payment Bond is an amount in excess of ten percent (10%) of the surety's capital and surplus, NET RMA will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas. If any portion of the surety's obligation is reinsured, the amount reinsured may not exceed 10% of the reinsurer's capital and surplus.

The required bonds shall be executed only by a surety company that is authorized to write surety bonds in Texas.

## **11. TIME OF COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES**

Proposer agrees to commence work on a date to be specified in a written "Work Order" issued by the NET RMA. The Contract Time shall begin on the date to commence work specified in the Work Order and shall run for the contract time as specified in the Work Order. Liquidated damages in the amount of Seven Hundred Eighty-Five Dollars (\$785.00) per calendar day may be assessed for the Contractor's failure to commence or complete work on time. NET RMA may, in its sole discretion, offset liquidated damages owed by the Contractor against amounts owed for work performed.

## **12. CONDITIONS OF WORK**

Each Proposer must inform itself fully of the conditions relating to the project and the employment of labor related thereto. Failure to do so will not relieve a successful Proposer of its obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the contractor, in carrying out its work, must employ such methods or means as will not cause any interruption of, or interference with, the work of any other contractor.

## **13. OBLIGATION OF PROPOSER**

At the time of the opening of Proposals, each Proposer will be presumed to have inspected the site and to have read and to be thoroughly familiar with the drawings, general notes and other contract documents, including all addenda. The failure or omissions of any Proposer to examine any form, instrument, proposal document, or contract document shall in no way relieve any Proposer from any obligation in respect of its Proposal.

**The undersigned Proposer represents to NET RMA and to the other Proposers that its Proposal, and the estimates on which it is based, has been carefully checked and contains no errors, and nothing has been omitted or overlooked in determining the amount Price Proposal.**

## **14. ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of drawings, specifications, or other pre-proposal documents will be made to any Proposer orally. Every request for such interpretation should be in writing addressed to Mr. Everett Owen, NET RMA Project Director, and Mr. Mark McClanahan, NET RMA Director of Maintenance. To be given consideration, the request for interpretation must be received at least fourteen (14) calendar days prior to the dated fixed for the opening of proposals. Any and all such interpretations, and any supplemental instructions, will be in the form of written addenda to the specifications which, if issued, will be delivered by Email or Fax to all prospective Proposers at the respective addresses furnished for such purposes. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under his/her Proposal as submitted. All addenda so issued shall become part of the contract documents and must be acknowledged on the Proposal form.

## **15. POWER OF ATTORNEY**

Attorneys-in-Fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## **16. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENT**

There is no DBE requirement for this contract. However, NET RMA does encourage use of minority, disadvantaged and small businesses as stated in its

Business Utilization Program and Policy. The Contractor will be: (a) encouraged to use DBE's in subcontracting and material supply activities; and (b) prohibited from discriminating against DBE's.

**17. LAWS AND REGULATIONS APPLICABLE**

The Proposer's attention is directed to the fact that all applicable federal laws, including but not limited to, the Immigration Reform and Control Act of 1986, state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Contractor represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Contractor does not boycott Israel and will not boycott Israel during the term of the Contract.

The Contract shall be governed by and construed in accordance with the laws of the State of Texas. The parties acknowledge that venue is proper in Smith County, Texas, for all disputes.

**18. PREVAILING WAGE RATES AND WAGE RATE PENALTY**

Since this is a maintenance repair contract, wage rates and wage rate penalties do not apply to this contract.

**19. ON-THE-JOB TRAINING**

Since this is a maintenance repair contract, there are no on-the-job training or apprenticeship requirements for this contract.

**20. INSURANCE AND WORKER'S COMPENSATION INSURANCE**

**THE SUCCESSFUL PROPOSER WILL BE REQUIRED TO FURNISH CERTIFICATES OF INSURANCE** to the NET RMA that comply with Item 3.4.3 ("Insurance"), of the TxDOT 2014 Standard Specifications. The Proposer's attention is directed to these insurance and workers' compensation requirements. It will be presumed that each Proposer has read these requirements and that any cost associated with these requirements has been incorporated into the Proposal submitted to the NET RMA and the successful Proposer will have no claim for compensation against the NET RMA.

**21. PROPOSER ACKNOWLEDGEMENT AND AGREEMENT OF CONTRACT**

All Proposers, by submitting a proposal hereunder, acknowledge, understand and agree to the following: All terms, covenants, conditions and any other provisions of the proposal documents shall become a part of the contract documents for the Toll 49 TOTAL MAINTENANCE CONTRACT for all purposes. The Proposer



formally awarded this contract, shall execute the contract, and shall be bound to all provisions of this contract in the performance of the contract repairs.

## **22. TRAFFIC CONTROL PLANS**

Traffic control plans shall follow the provisions of the "Texas Manual on Uniform Traffic Control Devices – Part 6 – Temporary Traffic Control".

## **23. PROJECT PROGRESS & PAYMENT SCHEDULE**

The Contractor shall present monthly invoices for repair work. The invoices will be reviewed by the NET RMA's General Engineering Consultant (GEC) and recommendations will be made for approval to the NET RMA. The NET RMA will pay invoices within thirty days (30 days) following receipt of an approved invoice.

## **24. ORGANIZATION CERTIFICATE, ASSUMED NAME CERTIFICATE/DBA CERTIFICATE, AND BUSINESS AFFIDAVIT.**

Each proposer must submit with its offer a copy of the company's organization certificate issued by the Secretary of State of the State in which the proposer was organized. If the proposer uses a trade name other than the name under which the company was organized, proposer must also submit a copy of the Assumed Name or DBA Certificate. Further, each proposer must complete and submit an affidavit (see page 60 hereof) stating what names the company uses and has used in the past and attest that all such names describe the company currently submitting a proposal.

## **25. CONE OF SILENCE / ANTI LOBBYING PERIOD**

The NET RMA Cone of Silence / Anti Lobbying Period is to ensure a fair and competitive proposal environment by preventing communication between the NET RMA officials, employees, or representatives and parties involved in the proposal process that could create an unfair advantage to any party with respect to the award of a NET RMA contract.

The Cone of Silence period begins on the day that this Request for Proposal is advertised and ends on the day that a contract award is executed by the NET RMA Executive Director.

**The Cone of Silence / Anti Lobbying period prohibits any communication or lobbying activities during the Cone of Silence period, by any person, including but not limited to, proposers, lobbyists or consultants of proposers, service providers or potential vendors and any the following:**

1. The NET RMA Staff and the NET RMA Consultants, a list of which may be found at <https://www.netrma.org/assets/Conflict-of-Interest-Policy-for-Consultants-Key-Personnel.pdf> including any employee of the NET RMA, any person retained by NET RMA as a Consultant on the project, or any

person having participated in the development, design, or review of documents related to the project.

2. NET RMA Officials, including the Board of Directors and their respective staff.

**The Cone of Silence / Anti Lobbying Period does not apply to:**

1. Questions of Process and Procedure, including oral communications with the NET RMA Project Director, provided the communications are strictly limited to matters of process or procedure already contained in the solicitation document.
2. Written Communications to the Project Director as identified in the solicitation.

A person who knowingly or intentionally lobbies in violation of the provisions of this policy, or who shall knowingly obstruct or prevent compliance with this policy shall be disqualified from consideration under this RFP.

Furthermore, any person who knowingly or intentionally violates the provisions of this policy, with respect to the solicitation or award of a discretionary contract may be prohibited by the NET RMA from entering into any contract with NET RMA for a period not to exceed three years.

Contractor represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual conflict of interest or reasonably create an appearance of impropriety.

**26. INDEMNIFICATION**

**CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE NET RMA, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES ("AFFILIATES") FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY WORK ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE NET RMA'S COUNSEL WHEN THE NET RMA OR ITS AFFILIATES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE NET RMA.**

**CONTRACTOR AND NET RMA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

**THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE NET RMA FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF NET RMA OR ITS EMPLOYEES.**

## NET RMA - Toll 49 TOTAL MAINTENANCE CONTRACT

### PRICE PROPOSAL

The undersigned, having familiarized themselves with the local conditions affecting the cost of work and with the proposal documents and contract documents including but not limited to the Request for Proposal, Information for Proposers, Proposal, Contract Form, General Notes, drawings, specifications, and addenda on file in the office of the NET RMA, hereby propose to perform everything required to be performed and to provide furnish and install all the labor, materials, necessary structure adjustments, necessary tools, expendable equipment, and all utility and transportation services, and to complete in a workmanlike manner all the work required for the **Toll 49 TOTAL MAINTENANCE CONTRACT** within the specified limits and in accordance with the drawings and specifications as prepared by the NET RMA including **Addenda numbers** \_\_\_\_\_, AT THE FOLLOWING UNIT PRICES.

**Each Price Proposal must be submitted on the prescribed form and all blank spaces for bid prices must be filled in, in ink or typewritten. FAILURE TO FILL IN ALL BLANK SPACES SHALL CAUSE THE PROPOSAL TO BE DEEMED NOT RESPONSIVE AND THE PROPOSAL WILL NOT BE CONSIDERED IN DETERMINING THE BEST VALUE PROPOSAL. Line item entries shall prevail over sum total entries. When discrepancies exist between unit prices and corresponding extended prices, unit prices shall prevail.**

**NOTE:** The quantities shown in the unit price schedule are ESTIMATES ONLY. They are shown here only for the purpose of comparing Price Proposals as an expected total expenditure. NET RMA, at its sole discretion, will direct exactly how many actual units will be placed, and will pay for only those units that are ordered and accepted. No payments will be made regarding the estimated quantities, they are estimates only. Some work items listed may not be used, and work items not listed may be used for actual repair work.

**Note:** For this solicitation, the Best Value Proposal will be determined by the SUM TOTAL of the Price Proposal Score and Technica/Interview Proposal Score.

COMPANY NAME: \_\_\_\_\_

## NOTICE TO THE PROPOSER

In the space provided below, please enter your total Price Proposal bid amount for this project.

It is understood and agreed by the Proposer in signing this Proposal that the total Price Proposal bid amount entered below is not binding on either the Proposer or the Authority. It is further agreed that **the official total Price Proposal 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 Price Proposal and then totaling all of the extended amounts.**

\$ \_\_\_\_\_  
Total Price Proposal Bid  
Amount

COMPANY NAME: \_\_\_\_\_

# EXAMPLE

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

Total Bid Amount    \$2,664.00

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

Additional Signature for Joint Venture:

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

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

# PRICE PROPOSAL

PROJECT: TOTAL MAINTENANCE CONTRACT  
COUNTY: SMITH

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	RMA USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	104	6009		REMOVING CONCRETE (RIPRAP) DOLLARS and CENTS	SY	100.000	1
	105	6043		REMOVE STABILIZED BSE AND ASPH (0-6") DOLLARS and CENTS	SY	400.000	2
	105	6999		REMOVE STABILIZED BSE AND ASPH (6-12") DOLLARS and CENTS	SY	100.000	3
	110	6003		EXCAVATION (MISC) DOLLARS and CENTS	CY	20000.000	4
	132	6005		EMBANKMENT (FINAL)(ORD COMP)(TY C) DOLLARS and CENTS	CY	400.000	5
	134	6003		BACKFILL (TY C) DOLLARS and CENTS	STA	100.000	6
	150	6002		BLADING DOLLARS and CENTS	HR	100.000	7
	156	6001		BULLDOZER WORK DOLLARS and CENTS	HR	400.000	8
	158	6002		SPEC EXCAV WORK (BACKHOE) DOLLARS and CENTS	HR	100.000	9
	160	6006		FURNISHING AND PLACING TOPSOIL (3") DOLLARS and CENTS	SY	300.000	10
	161	6011		COMPOST MANUF TOPSOIL (1") DOLLARS and CENTS	SY	300.000	11
	162	6002		BLOCK SODDING (ROLLS) DOLLARS and CENTS	SY	1000.000	12
	164	6003		BROADCAST SEED (PERM) (RURAL) (CLAY) DOLLARS and CENTS	SY	1000.000	13

## PRICE PROPOSAL

PROJECT: TOTAL MAINTENANCE CONTRACT  
COUNTY: SMITH

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	RMA USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	164	6013		HAY/STRAW MULCH SEED (PERM) (RURAL) (SANDY)  DOLLARS and CENTS	SY	1000.000	14
	164	6998		BONDED FBR MTRX SEED (TEMP COOL&WARM)  DOLLARS and CENTS	SY	1000.000	15
	164	6999		BONDED FBR MTRX SEED (PERM COOL&WARM)  DOLLARS and CENTS	SY	1000.000	16
	166	6001		FERTILIZER  DOLLARS and CENTS	AC	300.000	17
	168	6001		VEGETATIVE WATERING  DOLLARS and CENTS	MG	200.000	18
	169	6002		SOIL RETENTION BLANKETS (CL 1) (TY B)  DOLLARS and CENTS	SY	300.000	19
	169	6004		SOIL RETENTION BLANKETS (CL 1) (TY D)  DOLLARS and CENTS	SY	300.000	20
	260	6002		LIME (HYDRATED LIME (SLURRY))  DOLLARS and CENTS	TON	10.000	21
	260	6006		LIME TRT (EXST MATL) (6")  DOLLARS and CENTS	SY	200.000	22
	275	6001		CEMENT  DOLLARS and CENTS	TON	10.000	23
	275	6002		CEMENT TREAT (EXIST MATL) (6 IN)  DOLLARS and CENTS	SY	300.000	24



## PRICE PROPOSAL

PROJECT: TOTAL MAINTENANCE CONTRACT  
COUNTY: SMITH

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	RMA USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	305	6011		SALV, HAUL & STKPL RCL APH PAV (0-6") DOLLARS and CENTS	SY	200.000	25
	310	6009		PRIME COAT (MC-30) DOLLARS and CENTS	GAL	500.000	26
	315	6002		FOG SEAL (SS-1H) DOLLARS and CENTS	GAL	2000.000	27
	316	6017		ASPH (AC-20-5TR) DOLLARS and CENTS	GAL	3600.000	28
	316	6024		ASPH (CRS-2P) (SURF TREAT) DOLLARS and CENTS	GAL	1000.000	29
	316	9999		LOAD, HAUL & DISTR AGGR (MATL FURN BY OWNER) DOLLARS and CENTS	CY	100.000	30
	316	6193		AGGR (TY-D GR-5 SAC-B) DOLLARS and CENTS	CY	100.000	31
	340	6031		D-GR HMA(SQ) TY-C SAC-A PG64-22 DOLLARS and CENTS	TON	100.000	32
	340	6103		D-GR HMA (SQ) TY-D SAC-A PG64-22 DOLLARS and CENTS	TON	100.000	33
	351	6040		FLEXIBLE PAVEMENT STRUCTURE REPAIR (0-12") DOLLARS and CENTS	SY	300.000	34
	354	6021		PLANE ASPH CONC PAV (0' TO 2") DOLLARS and CENTS	SY	200.000	35
	354	6025		PLANE ASPH CONC PAV (4" TO 6") DOLLARS and CENTS	SY	200.000	36

## PRICE PROPOSAL

PROJECT: TOTAL MAINTENANCE CONTRACT  
COUNTY: SMITH

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	RMA USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	361	6004		FULL – DEPTH REPAIR CRCP (10") DOLLARS and CENTS	SY	300.000	37
	354	6103		PLANE ASPH CONC PAV (12" to 14") DOLLARS and CENTS	SY	200.000	38
	400	6005		CEMENT STABILIZED BACKFILL DOLLARS and CENTS	CY	100.000	39
	401	6001		FLOWABLE BACKFILL DOLLARS and CENTS	CY	100.000	40
	416	6002		DRILL SHAFT (24") DOLLARS and CENTS	LF	5.000	41
	416	6003		DRILL SHAFT (30") DOLLARS and CENTS	LF	5.000	42
	416	6016		DRILL SHAFT (SIGN MTS) (12 IN) DOLLARS and CENTS	LF	100.000	43
	429	6007		CONC STR REPAIR (VERTICAL & OVERHEAD) DOLLARS and CENTS	SF	7.000	44
	429	6009		CONC STR REPAIR (STANDARD) DOLLARS and CENTS	SF	7.000	45
	432	6002		RIPRAP (CONC) (5IN) DOLLARS and CENTS	CY	10.000	46
	432	6003		RIPRAP (CONC)(6IN) DOLLARS and CENTS	CY	10.000	47
	432	6016		RIPRAP (STONE TY R) (DRY) (12IN) DOLLARS and CENTS	CY	300.000	48

## PRICE PROPOSAL

PROJECT: TOTAL MAINTENANCE CONTRACT  
COUNTY: SMITH

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	RMA USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	432	6026		RIPRAP (STONE COMMON) (DRY) (18 IN) DOLLARS and CENTS	CY	300.000	49
	438	6002		CLEANING AND SEALING EXISTING JOINTS (CL 3) DOLLARS and CENTS	LF	100.000	50
	438	6004		CLEANING AND SEALING EXISITNG JOINTS (CL 7) DOLLARS and CENTS	LF	100.000	51
	459	6009		GABIONS (3 X 3) (GALV) DOLLARS and CENTS	CY	100.000	52
	464	6003		RC PIPE (CL III) (18 IN) DOLLARS and CENTS	LF	100.000	53
	464	6005		RC PIPE (CL III) (24 IN) DOLLARS and CENTS	LF	50.000	54
	464	6007		RC PIPE (CL III) (30 IN) DOLLARS and CENTS	LF	24.000	55
	467	6343		SET (TY II) (18 IN) (CMP) (3:1) C DOLLARS and CENTS	EA	4.000	56
	467	6375		SET (TY II) (24 IN) (CMP) (3:1) C DOLLARS and CENTS	EA	4.000	57
	467	6406		SET (TY II) (30 IN) (CMP) (3:1) C DOLLARS and CENTS	EA	2.000	58
	467	6580		SET (REMOV & REINSTALL) DOLLARS and CENTS	EA	2.000	59
	480	6000		CLEAN EXISTING CULVERTS (BOX) DOLLARS and CENTS	EA	10.000	60

## PRICE PROPOSAL

PROJECT: TOTAL MAINTENANCE CONTRACT  
COUNTY: SMITH

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	RMA USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	480	6001		CLEAN EXISTING CULVERTS (PIPE) DOLLARS and CENTS	EA	20.000	61
	500	6001		MOBILIZATION DOLLARS and CENTS	LS	1.000	62
	506	6001		ROCK FILTER DAMS (INSTALL) (TY-1) DOLLARS and CENTS	LF	25.000	63
	506	6002		ROCK FILTER DAMS (INSTALL) (TY-2) DOLLARS and CENTS	LF	25.000	64
	506	6011		ROCK FILTER DAMS (REMOVE) DOLLARS and CENTS	LF	50.000	65
	506	6027		EXCAV EROSN & SEDMT CONT, IN VEH DOLLARS and CENTS	CY	400.000	66
	506	6038		TEMP SEDMT CONT FENCE (INSTALL) DOLLARS and CENTS	LF	500.000	67
	506	6039		TEMP SEDMT CT FENCE (REMOVE) DOLLARS and CENTS	LF	500.000	68
	510	6001		ONE WAY TRAFFIC CONTROL (FLAGGER CONT) DOLLARS and CENTS	HR	40.000	69
	510	6002		ONE WAY TRAFFIC CONTROL (PILOT CAR) DOLLARS and CENTS	HR	40.000	70
	538	6001		RIGHT OF WAY MARKERS DOLLARS and CENTS	EA	500.000	71
	540	6001		MTL W-BEAM GD FEN (TIM POST) DOLLARS and CENTS	LF	50.000	72

## PRICE PROPOSAL

PROJECT: TOTAL MAINTENANCE CONTRACT  
COUNTY: SMITH

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	RMA USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	540	6003		MTL THRIE-BEAM GB FEN (TIM POST) DOLLARS and CENTS	LF	50.000	73
	540	6006		MTL BEAM GD FEN TRANS (THRIE-BEAM) DOLLARS and CENTS	EA	1.000	74
	540	6008		MTL BEAM GD FEN TRANS (T101) DOLLARS and CENTS	EA	1.000	75
	540	6010		MTL W-BEAM GD FEN ADJUSTMENT DOLLARS and CENTS	LF	50.000	76
	540	6011		MTL THRIE-BEAM GD FN ADJUSTMENT DOLLARS and CENTS	LF	50.000	77
	540	6013		TRANSITION ADJUSTMENT DOLLARS and CENTS	EA	1.000	78
	540	6014		SHORT RADIUS DOLLARS and CENTS	LF	10.000	79
	540	6016		DOWNSTREAM ANCHOR TERMINAL SECTION DOLLARS and CENTS	EA	1.000	80
	542	6001		REMOVE METAL BEAM GUARD FENCE DOLLARS and CENTS	LF	25.000	81
	542	6002		REMOVE TERMINAL ANCHOR SECTION DOLLARS and CENTS	EA	1.000	82
	544	6004		GDRAIL END TRT (INST) (WOOD POST) (TY 1) DOLLARS and CENTS	EA	1.000	83
	545	6005		CRASH CUSH ATTEN (REMOVE) DOLLARS and CENTS	EA	1.000	84

## PRICE PROPOSAL

PROJECT: TOTAL MAINTENANCE CONTRACT  
COUNTY: SMITH

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	RMA USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	552	6001		WIRE FENCE (TY A)  DOLLARS CENTS and	LF	2000.000	85
	556	6008		PIPE UNDERDRAINS (TY8) (6")  DOLLARS CENTS and	LF	200.000	86
	618	6023		CONDT (PVC) (SCH 40) (2")  DOLLARS CENTS and	LF	200.000	87
	620	6009		ELEC CONDR (NO.6) BARE  DOLLARS CENTS and	LF	200.000	88
	620	6010		ELEC CONDR (NO.6) INSULATED  DOLLARS CENTS and	LF	400.000	89
	636	6001		ALUMINUM SIGNS (TY A)  DOLLARS CENTS and	SF	50.000	90
	636	6002		ALUMINUM SIGNS (TY G)  DOLLARS CENTS and	SF	5.000	91
	636	6003		ALUMINUM SIGNS (TY O)  DOLLARS CENTS and	SF	5.000	92
	636	6008		REPLACE EXISTING ALUMINUM SIGNS (TY G)  DOLLARS CENTS and	SF	25.000	93
	636	6009		REPLACE EXISTING ALUMINUM SIGNS (TY O)  DOLLARS CENTS and	SF	25.000	94
	644	6001		IN SM RD SN SUP&AM TY10BWG (1) SA (P)  DOLLARS CENTS and	EA	1.000	95
	644	6004		IN SM RD SN SUP&AM TY10BWG (1) SA (T)  DOLLARS CENTS and	EA	1.000	96

## PRICE PROPOSAL

PROJECT: TOTAL MAINTENANCE CONTRACT  
COUNTY: SMITH

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	RMA USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	644	6030		IN SM RD SN SUP&AM TYS80 (1) SA (T) DOLLARS and CENTS	EA	1.000	97
	644	6031		IN SM RD SN SUP&AM TYS80 (1) SA (T-2EXT) DOLLARS and CENTS	EA	1.000	98
	644	6033		IN SM RD SN SUP&AM TYS80 (1) SA (U) DOLLARS and CENTS	EA	1.000	99
	644	6037		IN SM RD SN SUP&AM TYS80 (1) SA (U-WC) DOLLARS and CENTS	EA	1.000	100
	644	6056		IN SM RD SN SUP&AM TYTWT (1) US (P) DOLLARS and CENTS	EA	1.000	101
	644	6060		IN SM RD SN SUP&AM TYTWT (1) WS (P) DOLLARS and CENTS	EA	1.000	102
	644	6068		RELOCATE SM RD SN SUP&AM TY 10 BWG DOLLARS and CENTS	EA	5.000	103
	644	6070		RELOCATE SM RD SN SUP&AM TY S80 DOLLARS and CENTS	EA	5.000	104
	644	6071		RELOCATE SM RD SN SUP&AM TY TWT DOLLARS and CENTS	EA	5.000	105
	644	6076		REMOVE SM RD SN SUP&AM DOLLARS and CENTS	EA	5.000	106
	658	6001		INSTL DEL ASSM (D-SW)SZ 1(FLX) GND DOLLARS and CENTS	EA	35.000	107
	658	6013		INSTL DEL ASSM (D-SW)SZ (BRF) CTB DOLLARS and CENTS	EA	34.000	108

## PRICE PROPOSAL

PROJECT: TOTAL MAINTENANCE CONTRACT  
COUNTY: SMITH

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	RMA USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	658	6015		INSTL DEL ASSM (D-SW)SZ (BRF) GF1 DOLLARS and CENTS	EA	38.000	109
	658	6016		INSTL DEL ASSM (D-SW)SZ (BRF) GFI (BI) DOLLARS and CENTS	EA	7.000	110
	658	6018		INSTL DEL ASSM (D-SY)SZ 1 (FLX) GND DOLLARS and CENTS	EA	39.000	111
	658	6026		INSTL DEL ASSM (D-SY)SZ (BRF) CTB DOLLARS and CENTS	EA	62.000	112
	658	6028		INSTL DEL ASSM (D-SY)SZ (BRF) GF 1 DOLLARS and CENTS	EA	14.000	113
	658	6036		INSTL DEL ASSM (D-DW)SZ 1 (FLX) GND DOLLARS and CENTS	EA	10.000	114
	658	6048		INSTL OM ASSM (OM-2Z) (FLX) GND DOLLARS and CENTS	EA	75.000	115
	658	6051		INSTL OM ASSM (OM-3L) (FLX) SRF DOLLARS and CENTS	EA	32.000	116
	658	6054		INSTL OM ASSM (OM-3R) (FLX) SRF DOLLARS and CENTS	EA	16.000	117
	658	6061		INSTL DEL ASSM (D-SW)SZ 1 (BRF) GF2 DOLLARS and CENTS	EA	200.000	118
	658	6062		INSTL DEL ASSM (D-SW)SZ 1 (BRF) GF2 (BI) DOLLARS and CENTS	EA	50.000	119
	658	6064		INSTL DEL ASSM (D-SY)SZ 1 (BRF) GF2 DOLLARS and CENTS	EA	200.000	120



## PRICE PROPOSAL

PROJECT: TOTAL MAINTENANCE CONTRACT  
COUNTY: SMITH

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	RMA USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	658	6068		INSTL DEL ASSM (D-DY)SZ 1 (BRF) GF2 DOLLARS and CENTS	EA	100.000	121
	662	6001		WK ZN PAV MRK NON-REMOV (W) 4" (BRK) DOLLARS and CENTS	LF	100.000	122
	662	6012		WK ZN PAV MRK NON-REMOV (W)8"(SLD) DOLLARS and CENTS	LF	200.000	123
	662	6032		WK ZN PAV MRK NON-REMOV (Y) 4" (BRK) DOLLARS and CENTS	LF	100.000	124
	662	6060		WK ZN PAV MRK REMOV (W) 4" (BRK) DOLLARS and CENTS	LF	100.000	125
	662	6093		WK ZN PAV MRK REMOV (Y) 4" (BRK) DOLLARS and CENTS	LF	100.000	126
	662	6111		WK ZN PAV MRK SHT TERM (TAB) TY Y-2 DOLLARS and CENTS	EA	200.000	127
	666	6035		REFL PAV MRK TY I (W)8"(SLD)(090MIL) DOLLARS and CENTS	LF	200.000	128
	666	6038		REFL PAV MRK TY I (W)12"(LNDP)(090MIL) DOLLARS and CENTS	LF	100.000	129
	666	6040		REFL PAV MRK TY I (W)12"(SLD)(090MIL) DOLLARS and CENTS	LF	100.000	130
	666	6047		REFL PAV MRK TY I (W)24"(SLD)(090MIL) DOLLARS and CENTS	LF	900.000	131
	666	6053		REFL PAV MRK TY I (W) (ARROW) (9090MIL) DOLLARS and CENTS	EA	1.000	132

## PRICE PROPOSAL

PROJECT: TOTAL MAINTENANCE CONTRACT  
COUNTY: SMITH

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	RMA USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	666	6056		REFL PAV MRK TY I (W) (DBL ARROW) (90MIL)  DOLLARS and CENTS	EA	1.000	133
	666	6077		REFL PAV MRK TY I (W) (WORD) (090MIL)  DOLLARS and CENTS	EA	1.000	134
	666	6167		REFL PAV MRK TY II (W) 4" (BRK)  DOLLARS and CENTS	LF	300.000	135
	666	6170		REFL PAV MRK TY II (W) 4" (SLD)  DOLLARS and CENTS	LF	1400.000	136
	666	6171		REFL PAV MRK TY II (W) 6" (BRK)  DOLLARS and CENTS	LF	1200.000	137
	666	6178		REFL PAV MRK TY II (W) 8" (SLD)  DOLLARS and CENTS	LF	5000.000	138
	666	6207		REFL PAV MRK TY II (Y) 4" (SLD)  DOLLARS and CENTS	LF	1200.000	139
	666	6208		REFL PAV MRK TY II (Y) 6" (BRK)  DOLLARS and CENTS	LF	1400.000	140
	666	6211		REFL PAV MRK TY II (Y) 8" (SLD)  DOLLARS and CENTS	LF	5000.000	141
	666	6224		PAVEMENT SEALER 4"  DOLLARS and CENTS	LF	100.000	142
	666	6226		PAVEMENT SEALER 8"  DOLLARS and CENTS	LF	100.000	143
	666	6228		PAVEMENT SEALER 12"  DOLLARS and CENTS	LF	100.000	144

## PRICE PROPOSAL

PROJECT: TOTAL MAINTENANCE CONTRACT  
COUNTY: SMITH

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	RMA USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	666	6230		PAVEMENT SEALER 24"  DOLLARS and CENTS	LF	100.000	145
	666	6231		PAVEMENT SEALER (ARROW)  DOLLARS and CENTS	EA	1.000	146
	666	6232		PAVEMENT SEALER (WORD)  DOLLARS and CENTS	EA	1.000	147
	666	6234		PAVEMENT SEALER (DBL ARROW)  DOLLARS and CENTS	EA	1.000	148
	666	6243		PAVEMENT SEALER (YLD TRI)  DOLLARS and CENTS	EA	1.000	149
	668	6074		PREFAB PAV MRK TY C (W) (12") (SLD)  DOLLARS and CENTS	LF	100.000	150
	668	6076		PREFAB PAV MRK TY C (W) (24") (SLD)  DOLLARS and CENTS	LF	100.000	151
	668	6077		PREFAB PAV MRK TY C (W) (ARROW)  DOLLARS and CENTS	EA	1.000	152
	668	6078		PREFAB PAV MRK TY C (W) (DBL ARROW)  DOLLARS and CENTS	EA	1.000	153
	668	6084		PREFAB PAV MRK TY C (W) (NUMBER)  DOLLARS and CENTS	EA	1.000	154
	668	6085		PREFAB PAV MRK TY C (W) (WORD)  DOLLARS and CENTS	EA	1.000	155
	668	6092		PREFAB PAV MRK TY C (W) (36")(YLD TRI)  DOLLARS and CENTS	EA	1.000	156

## PRICE PROPOSAL

PROJECT: TOTAL MAINTENANCE CONTRACT  
COUNTY: SMITH

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	RMA USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	672	6006		REFL PAV MRKR TY I-A  DOLLARS and CENTS	EA	400.000	157
	672	6007		REFL PAV MRKR TY I-C  DOLLARS and CENTS	EA	100.000	158
	672	6008		REFL PAV MRKR TY I-R  DOLLARS and CENTS	EA	150.000	159
	672	6009		REFL PAV MRKR TY II-A-A  DOLLARS and CENTS	EA	500.000	160
	672	6010		REFL PAV MRKR TY II-C-R  DOLLARS and CENTS	EA	1,000.000	161
	677	6001		ELIM EXT PAV MRK & MRKS (4")  DOLLARS and CENTS	LF	5000.000	162
	677	6002		ELIM EXT PAV MRK & MRKS (6")  DOLLARS and CENTS	LF	1200.000	163
	677	6003		ELIM EXT PAV MRK & MRKS (8")  DOLLARS and CENTS	LF	50.000	164
	677	6007		ELIM EXT PAV MRK & MRKS (24")  DOLLARS and CENTS	LF	250.000	165
	677	6008		ELIM EXT PAV MRK & MRKS (ARROW)  DOLLARS and CENTS	EA	1.000	166
	677	6009		ELIM EXT PAV MRK & MRKS (DBL ARROW)  DOLLARS and CENTS	EA	1.000	167
	677	6012		ELIM EXT PAV MRK & MRKS (WORD)  DOLLARS and CENTS	EA	1.000	168

## PRICE PROPOSAL

PROJECT: TOTAL MAINTENANCE CONTRACT  
COUNTY: SMITH

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	RMA USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	677	6019		ELIM EXT PAV MRK & MRKS (36")(YLD TRI) DOLLARS and CENTS	EA	1.000	169
	678	6001		PAV SURF PREP FOR MRK (4") DOLLARS and CENTS	LF	100.000	170
	678	6002		PAV SURF PREP FOR MRK (6") DOLLARS and CENTS	LF	100.000	171
	678	6004		PAV SURF PREP FOR MRK (8") DOLLARS and CENTS	LF	100.000	172
	678	6006		PAV SURF PREP FOR MRK (12") DOLLARS and CENTS	LF	100.000	173
	678	6008		PAV SURF PREP FOR MRK (24") DOLLARS and CENTS	LF	100.000	174
	678	6009		PAV SURF PREP FOR MRK (ARROW) DOLLARS and CENTS	EA	1.000	175
	678	6010		PAV SURF PREP FOR MRK (DBL ARROW) DOLLARS and CENTS	EA	1.000	176
	678	6015		PAV SURF PREP FOR MRK (NUMBER) DOLLARS and CENTS	EA	1.000	177
	678	6016		PAV SURF PREP FOR MRK (WORD) DOLLARS and CENTS	EA	1.000	178
	678	6023		PAV SURF PREP FOR MRK (36")(YLD TRI) DOLLARS and CENTS	EA	1.000	179
	700	6001		POTHOLE REPAIR (STANDARD) DOLLARS and CENTS	SY	50.000	180

## PRICE PROPOSAL

PROJECT: TOTAL MAINTENANCE CONTRACT  
COUNTY: SMITH

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	712	6008		JT / CRCK SEAL (RUBBER - ASPHALT) DOLLARS and CENTS	LMI	20.000	181
	730	6001		STRIP MOWING (40') DOLLARS and CENTS	AC	690.000	182
	730	6002		FULL - WIDTH MOWING DOLLARS and CENTS	AC	8538.000	183
	730	6003		SPOT MOWING DOLLARS and CENTS	AC	60.000	184
	731	6003		BASIL BARK HERBICIDE TRT (CUT STUMP) DOLLARS and CENTS	EA	1000.000	185
	731	6007		PAVEMENT EDGES, STRUCTURES & FIX- TURES DOLLARS and CENTS	MI	200.000	186
	734	6001		LITTER REMOVAL DOLLARS and CENTS	AC	8538.000	187
	735	6005		DEBRIS REMOVAL (ENTRANCE/EXIT RAMPS) DOLLARS and CENTS	CYC	12.000	188
	735	6007		DEBRIS REMOVAL (SPOT DEBRIS) DOLLARS and CENTS	MI	12.000	189
	735	6068		DEBRIS REMOVAL -CNTR MEDIANS / MAINLANES DOLLARS and CENTS	CYC	24.000	190
	738	6003		CLEANING / SWEEPING (OUTSIDE MAIN LANE) DOLLARS and CENTS	CYC	12.000	191

## PRICE PROPOSAL

PROJECT: TOTAL MAINTENANCE CONTRACT  
COUNTY: SMITH

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	738	6005		CLEANING/SWEEPING (FRNTG RDS) DOLLARS and CENTS	CYC	12.000	192
	738	6007		CLEANING/SWEEPING (ENTR/EXIT RAMP) DOLLARS and CENTS	CYC	12.000	193
	738	6010		CLEANING/SWEEPING (SPOT) DOLLARS and CENTS	MI	20.000	194
	740	6001		GRAFFITI REMOVAL (BLAST CLEANING) DOLLARS and CENTS	SF	10.000	195
	740	6002		GRAFFITI REMOVAL (PAINTING) DOLLARS and CENTS	SF	84.000	196
	751	6002		HERBICIDE APPLICATION BY CYC DOLLARS and CENTS	CYC	4.000	197
	752	6003		TREE TRIMMING / BRUSH REMOVAL DOLLARS and CENTS	MI	5.000	198
	752	6004		TREE TRIMMING / BRUSH REMOVAL(CHANNELS) DOLLARS and CENTS	AC	20.000	199
	752	6005		TREE REMOVAL (4" - 12" DIA) DOLLARS and CENTS	EA	1000.000	200
	752	6006		TREE REMOVAL (12" - 18" DIA) DOLLARS and CENTS	EA	100.000	201
	752	6007		TREE REMOVAL (18" - 24" DIA) DOLLARS and CENTS	EA	5.000	202
	752	6008		TREE REMOVAL (24" - 30" DIA) DOLLARS and CENTS	EA	5.000	203

## PRICE PROPOSAL

PROJECT: TOTAL MAINTENANCE CONTRACT  
COUNTY: SMITH

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	752	6009		TREE REMOVAL (30" - 36" DIA)  DOLLARS and CENTS	EA	2.000	204
	752	6010		TREE REMOVAL (36" - 42" DIA)  DOLLARS and CENTS	EA	2.000	205
	752	6011		TREE REMOVAL (42" - 48" DIA)  DOLLARS and CENTS	EA	1.000	206
	752	6012		TREE REMOVAL (48" - 60" DIA)  DOLLARS and CENTS	EA	1.000	207
	752	6013		TREE REMOVAL (60" - 72" DIA)  DOLLARS and CENTS	EA	1.000	208
	760	6001		DITCH CLEANING AND RESHAPING (FOOT)  DOLLARS and CENTS	LF	4000.000	209
	764	6006		STORM SEWER CLEANING (PIPE) (<12" DIA)  DOLLARS and CENTS	LF	100.000	210
	770	6001		REPAIR RAIL ELEMENT (W - BEAM)  DOLLARS and CENTS	LF	280.000	211
	770	6002		REPAIR RAIL ELEMENT (THRIE - BEAM)  DOLLARS and CENTS	LF	10.000	212
	770	6003		REP RAIL ELMNT(THRIE-BM TRANS TO W - BM)  DOLLARS and CENTS	LF	10.000	213
	770	6010		REM / REPL TIMBER/STL POST W/O CONC FND  DOLLARS and CENTS	EA	4.000	214
	770	6011		REM / REPL TIMBER / STL POST W/CONC FND  DOLLARS and CENTS	EA	2.000	215



## PRICE PROPOSAL

PROJECT: TOTAL MAINTENANCE CONTRACT  
COUNTY: SMITH

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	770	6012		REM / REPL TIMBER POST W / O CONC FND DOLLARS and CENTS	EA	25.000	216
	770	6016		REPAIR STEEL POST WITH BASE PLATE DOLLARS and CENTS	EA	1.000	217
	770	6017		REALIGN POSTS DOLLARS and CENTS	EA	25.000	218
	770	6018		INSTALL BLOCKOUT DOLLARS and CENTS	EA	2.000	219
	770	6019		REMOVE & REPLACE BLOCKOUT DOLLARS and CENTS	EA	2.000	220
	770	6021		REPLACE SINGLE GDRAIL TERMINAL RAIL DOLLARS and CENTS	LF	105.000	221
	770	6022		REPLACE SINGLE GDRAIL TERMINAL POST DOLLARS and CENTS	EA	7.000	222
	770	6024		REPLACE TERMINAL ANCHOR POSTS DOLLARS and CENTS	EA	1.000	223
	770	6027		REMOVE GDRAIL END TRT / REPL WITH SGT DOLLARS and CENTS	EA	2.000	224
	770	6028		REPL SINGLE GDRAIL TERM IMPACT HEAD DOLLARS and CENTS	EA	1.000	225
	770	6029		REM & RESET SGT IMPACT HEAD DOLLARS and CENTS	EA	1.000	226
	770	6030		REPLACE SGT CABLE ASSEMBLY DOLLARS and CENTS	EA	1.000	227

## PRICE PROPOSAL

PROJECT: TOTAL MAINTENANCE CONTRACT  
COUNTY: SMITH

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	770	6031		REPLACE SGT CABLE ANCHOR DOLLARS and CENTS	EA	1.000	228
	770	6032		REPLACE SGT STRUT DOLLARS and CENTS	EA	1.000	229
	770	6033		REPLACE SGT OBJECT MARKER DOLLARS and CENTS	EA	1.000	230
	774	6006		REPAIR (TRACC) DOLLARS and CENTS	EA	1.000	231
	774	6015		REPAIR (NARROW QUAD) DOLLARS and CENTS	EA	1.000	232
	774	6028		REPAIR (QUAD) (N) (BAY) DOLLARS and CENTS	EA	1.000	233
	774	6038		REMOVE AND REPLACE (FASTRACC) DOLLARS and CENTS	EA	1.000	234
	774	6052		REPAIR (FASTRACC) DOLLARS and CENTS	LF	10.000	235
	774	6055		REPAIR (FASTRACC) (BAY) DOLLARS and CENTS	EA	1.000	236
	776	6001		REPAIR (STEEL POST W/ W-BEAM - T101) DOLLARS and CENTS	LF	10.000	237
	776	6004		REPAIR (STL POST W/ DOUBLED W-BEAMS-T6) DOLLARS and CENTS	LF	10.000	238
	776	6032		REPAIR (STEEL POST W/ CHANNEL IRON RAIL) DOLLARS and CENTS	LF	10.000	239

## PRICE PROPOSAL

PROJECT: TOTAL MAINTENANCE CONTRACT  
COUNTY: SMITH

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	778	6001		CONCRETE RAIL REPAIR (IN KIND) DOLLARS and CENTS	LF	10.000	240
	778	6021		CONCRETE RAIL REPLACEMENT (TYPE 501) DOLLARS and CENTS	LF	10.000	241
	785	6011		BRIDGE JOINT REPLACEMENT (SEJ) DOLLARS and CENTS	EA	2.000	242
	6000	6003		REPLACE ABOVE-GROUND CONDUIT DOLLARS and CENTS	LF	2.000	243
	6000	6016		INSTALL ELECTRICAL SPLICE DOLLARS and CENTS	EA	1.000	244
	6000	6020		ROAD BORE DOLLARS and CENTS	LF	11.000	245
	6000	6023		REPLACE ROADWAY ILLUM ASSEMBLY (HPS) DOLLARS and CENTS	EA	1.000	246
	6000	6026		REPLACE ROADWAY ILLUM ASSEMBLY (LED) DOLLARS and CENTS	EA	1.000	247
	6000	6043		REPLACE LUMINAIRE POLE DOLLARS and CENTS	EA	1.000	248
	6000	6044		REPLACE LUMINAIRE ARMS DOLLARS and CENTS	EA	1.000	249
	6000	6046		MAINTAIN HIGH MAST ILLUMINATION DOLLARS and CENTS	EA	1.000	250

## PRICE PROPOSAL

PROJECT: TOTAL MAINTENANCE CONTRACT  
COUNTY: SMITH

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	6000	6052		REPLACE ELECTRICAL SERVICE DOLLARS and CENTS	EA	1.000	251
	6000	6053		REPLACE TIMBER SERVICE POLE DOLLARS and CENTS	EA	1.000	252
	6000	6056		INSTALL GROUND BOX DOLLARS and CENTS	EA	1.000	253
	6000	6061		REPLACE TRANSFORMER BASE DOLLARS and CENTS	EA	1.000	254
	6000	6062		REPLACE TRANSFORMER BASE COVER DOLLARS and CENTS	EA	1.000	255
	6000	6072		REPLACE LAMP (POLE MOUNT FIXTURE) DOLLARS and CENTS	EA	6.000	256
	6000	6073		REPLACE LAMP (UNDERPASS FIXTURE) DOLLARS and CENTS	EA	1.000	257
	6000	6074		REPLACE LAMP (WALL PACK FIXTURE) DOLLARS and CENTS	EA	1.000	258
	6000	6076		REPLACE WALL PACK LUMINAIRE DOLLARS and CENTS	EA	1.000	259
	6000	6082		REPLACE FUSE DOLLARS and CENTS	EA	16.000	260
	6000	6084		REPLACE BREAKAWAY FUSE HOLDER DOLLARS and CENTS	EA	2.000	261
	6000	6093		REPLACE HAND-OFF-AUTO SWITCH DOLLARS and CENTS	EA	1.000	262

## PRICE PROPOSAL

PROJECT: TOTAL MAINTENANCE CONTRACT  
COUNTY: SMITH

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	6000	6094		REPLACE CONTACTOR  DOLLARS and CENTS	EA	1.000	263
	6000	6097		REPLACE BREAKER PANEL  DOLLARS and CENTS	EA	1.000	264
	6000	6099		REPLACE CIRCUIT BREAKER  DOLLARS and CENTS	EA	1.000	265
	6000	6108		REPLACE LUMINAIRES  DOLLARS and CENTS	EA	3.000	266
	6000	6109		REPLACE PHOTOCELL  DOLLARS and CENTS	EA	2.000	267

PROJECT: TOLL 49 TOTAL MAINTENANCE CONTRACT  
COUNTY: S M I T H

## PROPOSAL EXECUTION PAGE

Enclosed with this proposal is a bid bond for five percent (5%) of the TOTAL base Price Proposal bid price, which is agreed shall be collected and retained by the NET RMA as liquidated damages in the event this Proposal is accepted by the NET RMA within ninety (90) consecutive calendar days after the date advised for the reception of bids and the undersigned fails to execute the contract and the required performance and payment bonds with the NET RMA within fourteen (14) consecutive calendar days after the date said Proposal is accepted; otherwise, the said bid security shall be returned to the undersigned upon demand.

THE UNDERSIGNED PROPOSER REPRESENTS TO THE NET RMA AND TO THE OTHER PROPOSERS THAT ITS PRICE PROPOSAL BID, AND THE ESTIMATES ON WHICH IT IS BASED, HAVE BEEN CAREFULLY CHECKED AND CONTAINS NO ERRORS, AND NOTHING HAS BEEN OMITTED OR OVERLOOKED IN DETERMINING THE AMOUNTS BID.

PROPOSER'S  
NAME:

(AS IT APPEARS ON ORGANIZATION CERTIFICATE ISSUED BY STATE IN WHICH COMPANY WAS ORGANIZED)

BY:

SIGNATURE

DATE

ADDRESS

CITY, STATE, ZIP CODE

PHYSICAL ADDRESS (IF DIFFERENT)

CITY, STATE, ZIP CODE

IF THE PROPOSER BE A CORPORATION, THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED:

I, \_\_\_\_\_, certify that I am the Secretary of the corporation named as Proposer hereinabove; that the person who signed the Proposal contract on behalf of the Proposer, was then an authorized representative of said corporation; that said Price Proposal bid was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

---

**CORPORATE SECRETARY SIGNATURE AND CORPORATE SEAL**

THE STATE OF TEXAS    }  
COUNTY OF \_\_\_\_\_ }

SURETY'S NO. \_\_\_\_\_

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_,  
(hereinafter called the Principal), as Principal, and \_\_\_\_\_ as  
Surety, are hereby held and firmly bound unto the NET RMA, as Owner/Obligee  
(hereafter "Owner"), in the penal sum of \_\_\_\_\_  
for the payment of which, well and truly to be made, we hereby jointly and severally bind  
ourselves, our heirs, executors, administrators, successors and assigns.

SIGNED, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The conditions of the above obligation are such that, whereas the Principal has  
submitted to NET RMA a certain Proposal, attached hereto and hereby made a part  
hereof, to enter into a contract in writing for the **TOLL 49 TOTAL MAINTENANCE  
CONTRACT**, NOW, THEREFORE,

- b) If said Proposal shall be rejected, or in the alternate,
- c) If said Proposal shall be accepted and within fourteen (14) consecutive  
calendar days after the Principal has received notice of acceptance, the  
Principal shall properly complete, execute, and deliver insurance  
certificates and a contract in the form approved by the Owner and shall  
furnish a bond for its faithful performance of said contract, and for the  
payment of all persons performing labor or furnishing materials in  
connection therewith, and shall in all other respects perform the agreement  
created by the acceptance of said Proposal, then this obligation shall be  
void; otherwise the same shall remain in force and effect, it being expressly  
understood and agreed that the liability of the Surety for any and all claims  
hereunder shall, in no event, exceed the penal amount of this obligation, as  
herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations  
of said Surety and its bond shall be in no way impaired or affected by any extension of  
the time within which the OWNER MAY ACCEPT such Proposal, such extension to be  
upon notice to the Surety by the Principal.

IN WITNESS, WHEREOF, the Principal and the Surety have hereunto set their  
hands and seals, and such of them as are corporations have caused their corporate seals  
to be hereto affixed and these presents to be signed by their proper officers, the day and  
year first set forth above.

\_\_\_\_\_  
Principal Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Surety Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Signed by (Principal Agent) (Seal)

\_\_\_\_\_  
Principal Agent's Name (Printed or Typed)

\_\_\_\_\_  
Telephone No.      Fax No.

\_\_\_\_\_  
Signed by (Surety Agent) (Seal)

\_\_\_\_\_  
Surety Agent's Name (Printed or Typed)

\_\_\_\_\_  
Telephone No.      Fax No.



**USE BID BOND FORM ON  
PREVIOUS PAGE  
DO NOT SUBSTITUTE BID BOND FORM**

**NOTE:  
THE BID BOND MUST BE SIGNED & SEALED  
BY BOTH THE SURETY & THE PRINCIPAL**

## SUBCONTRACTOR AND/OR SUPPLIER IDENTIFICATION

### Toll 49 TOTAL MAINTENANCE CONTRACT

PROPOSER: \_\_\_\_\_

The Proposer shall indicate below the name of each subcontractor and/or supplier the proposer will use in the performance of the contract. The Proposer shall specify the work to be performed by the subcontractor or the materials to be provided by the supplier, the amount of the subcontract or purchase order, and the percentage of the contract the Proposer will expand throughout the life of the project. **Any changes in subcontractor and/or supplier listed below shall require additional approval prior to contract execution.**

Name & Address	DBE	Service/Supply	\$ Value	% of Contract
		<b>TOTAL:</b>		
			(Dollars)	(% of Contract)

## STATEMENT OF INCORPORATED MATERIALS

### Toll 49 TOTAL MAINTENANCE CONTRACT

PROPOSER: \_\_\_\_\_

The Successful Proposer shall be required to pay state sales tax on materials not incorporated into the completed project. Materials not incorporated into the completed project include, but are not limited to, the purchase, rental or lease of tools, machinery and equipment used in the performance of the awarded contract.

The Successful Proposer may be required to pay state sales tax on consumables used in construction contracts. Consumables are items used or consumed by a contractor on a project such as, but not limited to, non-reusable concrete forms, masking tape, corrugated cardboard, natural gas, and electricity.

It is the obligation of the Proposer to ascertain the amount of state sales tax to be paid and to include this amount in its Price Proposal bid submitted to the Owner.

The Successful Proposer is not required to pay state sales tax on materials incorporated into the completed project such as mortar, bricks, nails and caulk which are annexed to and become part of the completed project.

The State of Texas requires a "separated contract" for tax exemption purposes. The Proposer must separate or identify the amount of incorporated materials to be used in the completed project that are not subject to state sales tax. This form complies with the requirement.

The amounts entered for Price Proposal base bids, alternates and unit prices are the agreed contract prices for *incorporated materials which are not subject to state sales tax*.

**Price Proposal Base Bid \$** \_\_\_\_\_

## AFFIDAVIT

Before me, the undersigned official, on this day, personally appeared \_\_\_\_\_, a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is \_\_\_\_\_. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or Firm:  
  
\_\_\_\_\_
3. Listed below are all the names the company/firm uses and has used in the past and I attest that all such names describe the company currently submitting a response to the Price Proposal bid request for Toll 49 TOTAL MAINTENANCE CONTRACT project.  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. In addition to completing this Affidavit, I have included a copy of the Organization Certificate issued by the Secretary of State of the state in which the company was organized and if using a trade name in the solicitation documents other than the name under which the company was organized, a copy of the Assumed Name Certificate/DBA Certificate from the County.
5. **Note: This proposer understands that by providing false information on this Affidavit, it may be considered a non-responsible proposer on this and future solicitations and may result in discontinuation of any/all business with NET RMA.**

\_\_\_\_\_  
Signature

SUBSCRIBED AND SWORN to before me on this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC

PRINT NAME \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

## **LETTER OF COMMITMENT**

A proposer/offeror may provide a letter of commitment or other similar document signed by a duly authorized agent of a surety that meets the requirements for sureties contained in these proposal documents and the construction contract documents, wherein the surety commits to issue the performance and all other bonds required by these proposal documents and the general conditions of the contract documents. Said commitment document shall specify the proposer/offeror and the project that is the subject of these proposal documents by name and shall commit to issuing such bonds in the full amount of the contract amount in the event the proposer/offeror is awarded the contract under the terms of these proposal documents.

The letter of commitment is not a substitute for the bid bond.

A proposer/offeror who provides the above described commitment letter shall not be required to submit detailed financial statements to the NET RMA.

A letter of commitment is not required at the time the Proposal is submitted but is required upon request by NET RMA. NET RMA may request the letter of commitment any time after opening the proposals/offers and before awarding the contract. A letter of commitment must be provided within five (5) consecutive calendar days of notification by NET RMA. If the proposer/offeror does not provide the letter of commitment, then it must provide detailed financial statements to the NET RMA.

## FORM OF CONTRACT

### Toll 49 TOTAL MAINTENANCE CONTRACT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date") by and between NET RMA, hereinafter called "Owner", acting herein through its Executive Director, Chris Miller and \_\_\_\_\_ (check one of the following: ☐ a corporation, ☐ a partnership, ☐ an individual), located in: CITY OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ and STATE OF \_\_\_\_\_ hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the routine maintenance, pavement repairs and preservation improvements for the Owner's Toll 49 TOTAL MAINTENANCE CONTRACT Project hereinafter called the "Project", for the sum of the dollar amount issued by Owner under the contract, and all extra work in connection therewith, under the terms as stated in the contract documents; and at Contractor(s) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said Project, in accordance with the conditions and prices stated in the Proposal, the general notes, the drawings and other printed or written explanatory matter thereof, the specifications and all other proposal documents and contract documents as furnished by NET RMA or designated representative, all of which are made a part hereof and collectively evidence and constitute the Contract.

The Contractor agrees to commence work on a date to be specified and to complete the assigned project work within the time specified. If the Contractor does not commence the work by the specified date for starting work or substantially complete the work within the time period specified, then liquidated damages in the amount of Seven Hundred Eight-Five Dollars and No Cents per day (\$ 785.00 / day) may be assessed. The unit price quantities of this contract are estimated.

**Price Proposal Base Bid \$** \_\_\_\_\_

IN WITNESS, WHEREOF, the parties to these presents have executed this Toll 49 TOTAL MAINTENANCE CONTRACT on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in two (2) counterparts, each of which shall be deemed an original, in the year and day first mentioned.

OWNER – NET RMA

By: \_\_\_\_\_  
Chris Miller, Executive Director

**Contractor:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address, City, State, Zip Code

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

If the Contractor be a corporation, the following certificate should be executed:

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor, hereinabove; and that \_\_\_\_\_, who signed the foregoing Contract on behalf of the Contractor was then \_\_\_\_\_ of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
CORPORATE SECRETARY SIGNATURE AND CORPORATE SEAL

**PERFORMANCE BOND**

**(Value of this Bond must be 100% of Contract amount)**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, \_\_\_\_\_ hereinafter called the “Principal”, as Principal and \_\_\_\_\_, a Corporation organized and existing under the laws of the State of \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, hereinafter called the “Surety”, as Surety, are held and firmly bound unto NET RMA hereinafter called the “Obligee”, in the amount of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$00.00), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into that certain Toll 49 TOTAL MAINTENANCE CONTRACT with the Obligee, dated the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ to provide specified routine maintenance, pavement repairs and preservation improvements, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said Principal shall faithfully perform the work in accordance with the drawings, specifications and contract documents, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. The Surety hereby waives notice of any change, including changes of time, to the contract, related subcontracts and purchase orders, which is made in accordance with Section 252.048, Texas Local Government Code.

IN WITNESS, WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS: \_\_\_\_\_

ATTEST: \_\_\_\_\_



\_\_\_\_\_  
Principal Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Surety Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Signed by (Principal Agent) (Seal)

\_\_\_\_\_  
Principal Agent's Name (Printed or Typed)

\_\_\_\_\_

\_\_\_\_\_  
Email

\_\_\_\_\_  
Signed by (Surety Agent) (Seal)

\_\_\_\_\_  
Surety Agent's Name (Printed or Typed)

\_\_\_\_\_

\_\_\_\_\_  
Email

## **INSERT POWER OF ATTORNEY AFTER PERFORMANCE BOND**

**NOTE:**

- **TO BE SUBMITTED AFTER AWARD OF CONTRACT.**
- **DO NOT SUBSTITUTE BOND FORM**
- **BOND MUST BEAR FOUR (4) SIGNATURES:  
(1) WITNESS, (2) ATTEST, (3) CONTRACTOR AND (4) ATTORNEY-IN-FACT**
- **DATE ON POWER OF ATTORNEY MUST BE SAME AS DATE ON BOND**
- **SEPARATE POWER OF ATTORNEY FORMS MUST BE PROVIDED FOR EACH BOND (PERFORMANCE & PAYMENT BOND)**
- **AGENT RESIDENT DESIGNATION MUST CONTAIN SURETY'S SEAL, ASSIGNMENT BY SURETY AGENT, AND ACKNOWLEDGMENT OF SUCH ASSIGNMENT BY AGENT RESIDENT.**

## PAYMENT BOND

(Value of this Bond must be 100% of Contract amount)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, \_\_\_\_\_ hereinafter called the "Principal", as Principal and \_\_\_\_\_, a Corporation organized and existing under the laws of the State of \_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, hereinafter called the "Surety", as Surety, are held and firmly bound unto NET RMA hereinafter called the "Obligee", in the amount of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$00.00), for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into that certain **Toll 49 TOTAL MAINTENANCE CONTRACT** with the Obligee, dated the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ to provide specified routine maintenance, pavement repairs and preservation improvements, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the said Principal shall faithfully pay all valid and timely claims of subcontractors, suppliers, material men and mechanics with respect to the contract, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein. The Surety hereby waives notice of any change, including changes of time, to the contract, related subcontracts and purchase orders, which is made in accordance with Section 252.048, Texas Local Government Code.

IN WITNESS, WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

WITNESS: \_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Principal Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Surety Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Signed by (Principal Agent) (Seal)

\_\_\_\_\_  
Principal Agent's Name (Printed or Typed)

\_\_\_\_\_

\_\_\_\_\_  
Email

\_\_\_\_\_  
Signed by (Surety Agent) (Seal)

\_\_\_\_\_  
Surety Agent's Name (Printed or Typed)

\_\_\_\_\_

\_\_\_\_\_  
Email

## **INSERT POWER OF ATTORNEY AFTER PAYMENT BOND**

### **NOTE:**

- **TO BE SUBMITTED AFTER AWARD OF CONTRACT**
- **DO NOT SUBSTITUTE BOND FORM**
- **BOND MUST BEAR FOUR (4) SIGNATURES:  
(1) WITNESS, (2) ATTEST, (3) CONTRACTOR AND (4) ATTORNEY-IN-FACT**
- **DATE ON POWER OF ATTORNEY MUST BE SAME AS DATE ON BOND**
- **SEPARATE POWER OF ATTORNEY FORMS MUST BE PROVIDED FOR EACH BOND (PERFORMANCE & PAYMENT BOND)**
- **AGENT RESIDENT DESIGNATION MUST CONTAIN SURETY'S SEAL, ASSIGNMENT BY SURETY AGENT, AND ACKNOWLEDGMENT OF SUCH ASSIGNMENT BY AGENT RESIDENT.**

## **NOTIFICATION TO CONSTRUCTION CONTRACTORS INSURANCE REQUIREMENTS**

The Contractor selected for the NET RMA's TOLL 49 TOTAL MAINTENANCE CONTRACT shall provide insurance for the contract in the amounts and manner specified in Item 3.4.3 of the TxDOT 2014 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

Builder's Risk Insurance (fire and extended coverage) is NOT required for

**TOLL 49 TOTAL MAINTENANCE CONTRACT**



## **TOLL 49 TOTAL MAINTENANCE CONTRACT**

**TXDOT 2014 STANDARD SPECIFICATIONS FOR CONSTRUCTION  
AND MAINTENANCE OF HIGHWAYS,  
STREETS AND BRIDGES  
("2014 STANDARD SPECIFICATIONS")**

**ARE ADOPTED FOR THIS PROJECT.**

**NOTE: All references to the "Department" in the 2014 Standard Specifications shall refer to the North East Texas Regional Mobility Authority ("Authority"), and all references to the "Engineer" shall be to the Authority's "Project Director".**



## TXDOT SUPPLEMENTAL CONDITIONS

### TxDOT Specifications

- 6.1. Source Control.** Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the NET RMA's Project Director's approval of the proposed source of materials to be used before their delivery. Materials can be approved at a supply source or staging area but may be re-inspected in accordance with Article 6.4, "Sampling, Testing, and Inspection."
- 8.7. Termination of Contract.** The NET RMA (Authority) may terminate the Contract in whole or in part whenever: (i) the Contractor is prevented from proceeding with the work as a direct result of an executive order of the President of the United States or the Governor of the State; (ii) the Contractor is prevented from proceeding with the work due to a national emergency, or when the work to be performed under the Contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor as the result of an order or a proclamation of the President of the United States; (iii) the Contractor is prevented from proceeding with the work due to an order of any federal authority; (iv) the Contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining court order where the issuance of the restraining order is primarily caused by acts or omissions of persons or agencies other than the Contractor; or (v) the Authority determines that termination of the Contract is in the best interest of the public. This includes but is not limited to the discovery of significant hazardous material problems, right of way acquisition problems, or utility conflicts that would cause substantial delays or expense to the Contract.
- B. Procedures and Submittals.** The Project Director will provide written notice to the Contractor of termination specifying the extent of the termination and the effective date. Upon notice, immediately proceed in accordance stop work as specified in the notice; place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete a critical portion of the Contract, as approved by the Project Director; terminate all subcontracts to the extent they relate to the work terminated; complete performance of the work not terminated; settle all outstanding liabilities and termination settlement proposals resulting from the termination for public convenience of the Contract; create an inventory report, including all acceptable materials and products obtained for the Contract that have not been incorporated in the work that was terminated (include in the inventory report a description, quantity, location, source, cost, and payment status for each of the acceptable materials and products); and take any action necessary, or that the Project Director may direct, for the protection and preservation of the materials and products related to the Contract that are in the possession of the Contractor and in which the Authority has or may acquire an interest.

- C. Settlement Provisions.** Within 60 calendar days of the date of the notice of termination, submit a final termination settlement proposal, unless otherwise approved. The Project Director will prepare a Work Order that reduces the affected quantities of work and adds acceptable costs for termination. No claim for loss of anticipated profits will be considered. The Authority will pay reasonable and verifiable termination costs including: all work completed at the unit bid price and partial payment for incomplete work; the percentage of Item 500, "Mobilization," equivalent to the percentage of work complete or actual cost that can be supported by cost records, whichever is greater; expenses necessary for the preparation of termination settlement proposals and support data; the termination and settlement of subcontracts; storage, transportation, restocking, and other costs incurred necessary for the preservation, protection, or disposition of the termination inventory; and other expenses acceptable to the Authority.

- 8.8. Subcontracting.** Do not sublet any portion of a Contract without the Project Director's written approval. A subcontract does not relieve any responsibility under the Contract and bonds. Ensure that all subcontracted work complies with all governing labor provisions.

- A. Construction Contracts and Federally Funded Routine Maintenance Contracts.** Perform work with own organization on at least 30% of the total original Contract cost (25% if the Contractor is a Small Business Enterprise on a wholly State or local funded Contract), excluding any specialty items as determined by the Project Director. Specialty items are those that require highly specialized knowledge, abilities, or equipment not usually available in the contracting firm expected to propose on the Contract as a whole. Specialty items will be shown on the drawings or as determined by the Project Director. Bid cost of specialty items performed by subcontractors will be deducted from the total original Contract cost before computing the required amount of work to be performed by the Contractor's own organization. The term "perform work with own organization" includes only: workers employed and paid directly by the Contractor or wholly owned subsidiary; equipment owned by the Contractor or wholly owned subsidiary; rented or leased equipment operated by the Contractor's employees or wholly owned subsidiary's employees; materials incorporated into the work if the majority of the value of the work involved in incorporating the material is performed by the Contractor's own organization, including a wholly owned subsidiary's organization; and labor provided by staff leasing firms licensed under Chapter 91 of the Texas Labor Code for nonsupervisory personnel if the Contractor or wholly owned subsidiary maintains direct control

- 9.5. Force Account.** The Project Director may provide for payment for extra work on the force account basis, which includes compensation for the use of small tools, overhead expense, and profit. Execute a Work Order to establish labor and equipment rates and Payment for extra work directed on a force account basis will be as follows:

- A. Labor.** Compensation will be made for payroll rates for each hour that the labor and foremen or others approved by the Project Director are actually engaged in the work. In no case will the rate of wages be less than the minimum shown in the Contract for a particular category. An additional 25% of the above sum will be paid for overhead, superintendence, profit, and small tools.
- B. Insurance and Taxes.** An additional 55% of the labor cost, excluding the 25% compensation provided in Section 9.5.A, "Labor," will be paid as compensation for all insurance and taxes including the cost of premiums on public liability and workers compensation insurance, Social Security, and unemployment insurance taxes.
- C. Materials.** Compensation will be made for materials associated with the work based on actual delivered invoice costs, less any discount. An additional 25% of this sum will be paid as compensation for overhead and profit.
- D. Equipment.** Payment will be made for the established equipment hourly rates for each hour that the equipment is involved in the work. An additional 15% will be paid as compensation for overhead and profit not included in the rates.

Transportation cost for mobilizing equipment will be included if the equipment is mobilized from an off-site location.

If a rate has not been established for a particular piece of equipment in the *Rental Rate Blue Book*, the Project Director will allow a reasonable hourly rate, as agreed upon in writing before work is begun. This price will include operating costs.

The Authority reserves the right to withhold payment for low production or lack of progress.

- 1. **Contractor-Owned Equipment.** For Contractor-owned machinery, trucks, power tools, or other equipment necessary for use on force account work, use the Rental Rate Blue Book as modified by the following to establish hourly rates. Use the rates in effect for each section of the Rental Rate Blue Book at the time of use.

Compute the hourly rates as follows:

$$H = M \times R1 \times R2 + OP$$

176

where:

H = Hourly Rate M = Monthly Rate

R1 = Rate Adjustment Factor

R2 = Regional Adjustment Factor

OP = Operating Costs.

Payment for equipment will be made for the actual hours used in the work. Payment will not be made for time lost for equipment breakdowns, time spent to repair equipment, or time after equipment is no longer needed. If equipment is used intermittently while dedicated solely to the force account work, payment will be made for the duration the equipment is assigned to the work but no more than 8 hours per day.

2. **Equipment Not Owned by the Contractor.** If equipment is rented exclusively for force account work from a third party not owned by the Contractor, payment will be made at the invoice daily rental rate for each day the equipment is needed for the work. The Authority reserves the right to limit the daily rate to comparable Rental Rate Blue Book rates. When the invoice specifies that the rental rate does not include fuel, lubricants, repairs, and servicing, the Rental Rate Blue Book hourly operating cost for each hour the equipment is operated will be added.

- E. **Basis.** Provide copies of these records daily, signed by the Contractor's representative, for verification by the Authority. Request payment for extra work performed on the force account basis, including copies of all applicable invoices, no later than the tenth day of the month following the month in which the work was performed.

If the Project Director directs extra work to be performed on a force account basis, and the estimated cost is less than \$10,000, submit for approval an invoice including the actual cost for materials, equipment, labor, tools, and incidentals necessary to complete the extra work. Also include on the invoice additional compensation allowed in this Article.

- 9.6. **Progress Payments.** The Project Director will prepare a monthly estimate of the amount of work performed, including materials in place. Payment of the monthly estimate is determined at the Contract Item prices less any withholdings or deductions in accordance with the Contract. Progress payments may be withheld for failure to comply with the Contract.

- A. **Retainage.**

1. Retainage WILL NOT BE HELD on this contract.

- B. **Payment Provisions for Subcontractors.** Pay the subcontractor for work performed within 10 days after receiving payment for the work performed

by the subcontractor. Also, pay any retainage (if applicable) on a subcontractor's work within 10 days after satisfactory completion of all of the subcontractor's work. For the purpose of this Section, satisfactory completion is accomplished when: the subcontractor has fulfilled the Contract requirements of both the Authority and the subcontract for the subcontracted work, including the submittal of all information required by the specifications and the Authority; and

the work done by the subcontractor has been inspected and approved by the Authority and the final quantities of the subcontractor's work have been determined and agreed upon. The inspection and approval of a subcontractor's work does not eliminate the Contractor's responsibilities for all the work as defined in Article 7.14, "Contractor's Responsibility for Work." The Authority may pursue actions against the Contractor, including withholding of estimates and suspending the work, for noncompliance with the subcontract requirements of this Section upon receipt of written notice with sufficient details showing the subcontractor has complied with contractual obligations as described in this Article. These requirements apply to all tiers of subcontractors. Incorporate the provisions of this Article into all subcontract agreements.

- 9.7. Final Payment.** When the Contract has been completed, all work has been approved, final acceptance has been made and Contractor submittals have been received, the Project Director will prepare and/or approve a final estimate for payment showing the total quantity of work completed and the money owed the Contractor. The final payment will reflect the entire sum due, less any sums previously paid.
- 9.8 Lane Closures and Traffic Control.** Lane closures are allowed, with prior approval of the NET RMA. All lane closure signage, lane markers and other traffic control systems must conform to the TxDOT Manual on Uniform Traffic Control Devices (TMUTCD). Plans for traffic control must also be approved by the NET RMA prior to implementation.

## **SAFETY STANDARD AND ACCIDENT PREVENTION**

With respect to all work performed under this contract, the Contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act (OSHA) of 1970 (Public Law 91-596), including but not limited to OSHA Standards.
- b. Maintain at their office or other well-known place at the job site, all articles necessary for giving first aid to the injured and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of person (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
- c. Shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occurs as a result of his prosecution of the works. NET RMA may require additional safety and health measures as it may determine to be reasonably necessary. Accident prevention measures such as safety training and education, proper illumination, fire prevention, and provisions of personal protective equipment shall comply with OSHA Standards.

## **TOLL 49 TOTAL MAINTENANCE CONTRACT**

### **PROPOSAL PROTEST PROCEDURES**

The procedures for submittal of any claim of an alleged deficiency or protest shall comply with Section 5.15 (Bid Protests) of the Policies and Procedures Governing Procurements of Goods and Services by the NET RMA, a copy of which may be downloaded at <https://www.netrma.org/net-rma-policies/>.

**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

## **GENERAL NOTES**

### **GENERAL.**

**All work will be performed on a CALLOUT BASIS at locations identified by the NETRMA Maintenance Director. The NETRMA makes no guarantee for continuous work at any given time at any given location(s).**

**This is a CALLOUT CONTRACT and Plan Quantity Measurement does not apply.**

**TxDOT Standard Specifications, Standards and Standard Plan sheets will be used on all work unless otherwise directed by the NETRMA Representative.**

NETRMA Representatives for the project are:

Mark McClanahan: 903-941-0094  
NETRMA Director of Maintenance

Tammy Sims 512-496-6854  
General Engineer Consultant

Everett Owens  
NETRMA Project Director

Ensure that the Contractor Project Manager or designated representative will be available 24 hours/7 days a week. The contractor will have at all times a satisfactory and competent English-speaking representative authorized to receive orders and to act on the Contractor's behalf. The contractor shall designate to the NETRMA Representative the name of such representative.

Ensure sufficient workers, equipment and materials are available at all work sites to continually and diligently prosecute the work to conclusion. Insufficient resources resulting in poor performance may be grounds for default. Use multiple crews if warranted. A crew is defined as a minimum of four laborers.

## **ITEM 7. LEGAL RELATIONS AND RESPONSIBILITIES**

Do not initiate activities in a project specific location (PSL) associated with a U.S. Army Corps of Engineers (COE) permit area that has not been previously evaluated by the COE as part of the permit review of this project. Such activities include haul roads, equipment staging areas, borrow pits, and disposal sites. "Associated," defined here, means "materials are delivered to or from the PSL." The permit area includes all waters of the U.S. or associated wetlands affected by activities associated with this project. Special restrictions may be required for this work. The Contractor is responsible for all consultations with the COE regarding activities (including PSL)



**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

that have not been previously evaluated by the COE. Provide the NETRMA with a copy of all consultations or approvals from the COE before initiating activities.

Proceed with activities in PSL that do not affect a COE permit area if Contractor determines that the PSL is non-jurisdictional or proper COE clearances have been obtained in jurisdictional areas or have been previously evaluated by the COE as part of the permit review of this project. The Contractor is responsible for documenting his determination that his activities do not affect a COE permit area. Maintain copies of determination for review by the NETRMA or any regulatory agency.

Concrete truck drivers and concrete pump operators are required to wash out only in designated areas specifically constructed for eliminating run-off. Dispose of materials in accordance with federal, state, and local requirements.

**ITEM 8. PROSECUTION AND PROGRESS**

Notify the NETRMC Representative at least 24 hours prior to proceeding with planned work activities. Work will not be permitted if such notification has not been received. In addition, work performed without authorization will not be eligible for payment.

**ITEM 9. MEASUREMENT & PAYMENT**

In accordance with Article 9.1., "Measurement of Quantities," furnish the tare and maximum gross weights as well as the volume capacity of all vehicles, trucks, truck-tractors, trailers, semi-trailers, or combination of such vehicles used to deliver materials for this Contract. Also, furnish calculations supporting these weights and capacities. Provide all measurements required for pay a minimum of 2 days before the trucks are used.

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**ROADWAY ITEMS**

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**ITEM 134. BACKFILLING PAVEMENT EDGES**

RAP or other materials may be used for backfilling pavement edges as directed by the NETRMA Representative.

Compact the backfill adjacent to the pavement edge with a pneumatic roller or other approved equipment a minimum of 2 ft. as directed. This rolling will not be paid for directly but will be subsidiary to Item 134.

**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

**ITEM 166. FERTILIZER**

Place fertilizer at the rate of 1 lb. per 9 sq. yd. on prepared area before placing mulch sod and 1 lb. per 9 sq. yd. top dressing after placing mulch sod.

Place fertilizer at the rate of 1 lb. per 9 sq. yd. on areas prepared for seeding.

**ITEM 168. VEGETATIVE WATERING**

Apply water to all newly placed sod or seeded areas the same day of installation. Maintain the sod or seeded areas in a completely watered condition. Do not allow sod or seeded areas to dry out so that water stress is evident.

**ITEM 320. EQUIPMENT FOR ASPHALT CONCRETE PAVEMENT**

Provide either a material transfer vehicle or material transfer paver for the surface course of this project as approved. The material transfer vehicle must be self-propelled, wheel mounted and capable of receiving material from haul trucks separate from the paver. The 20-ton minimum capacity hopper must be equipped with a pivoting discharge conveyor and must have a means of remixing the asphaltic material before placement. The material transfer paver, if supplied, must consist of a mobile, self-propelled asphalt paver incorporating an integral mix loadout elevator (conveyor) having a minimum rated capacity of 750 ton per hour. The conveyor system must have a means of remixing the asphaltic concrete material before discharging into the paver hopper and must be equipped with either a truck dump hopper attachment or a minimum 20-ton capacity surge hopper. If a material transfer paver utilizing the truck dumper hopper attachment is used, the haul trucks must stop a minimum of 1 foot into the truck. In addition, paving will not be allowed to begin until the paver has reached its full storage capacity.

**ITEM 351. FLEXIBLE PAVEMENT STRUCTURE REPAIR**

Replace the unstable pavement structure with asphalt (Type C), unless otherwise directed. The NETRMA Representative will determine the exact locations and limits of pavement repair in the field prior to beginning this Item of work. ACP testing may be waived as directed.

Maximum lift thickness for asphaltic concrete repair will not exceed 3 inches.

**ITEM 354. PLANING AND TEXTURING PAVEMENT**

Use a front-end loader or other suitable equipment at the stockpile site to properly stockpile the planed material as required.

**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

Vary planing locations to meet field conditions as directed. Begin and end planing at a sawed or planed vertical joint to provide a smooth transition to existing pavement. Provide a 20-ft. length per 1-in. depth temporary taper at all transverse joints in the travel lane before opening to traffic.

Prime area where the underlying flexible base is exposed during the planing operation using an approved asphalt. The NETRMA Representative will determine the rate. Patch area as necessary with an approved ACP material. Perform this work at the end of the day's operation as directed. This work will not be paid for directly but will be subsidiary to Item 354.

Before opening planed areas to traffic, bevel vertical or near vertical longitudinal faces in the pavement surface.

Furnish a small planing machine as approved for planing small areas and street intersections.

Overlay all planed areas by the end of each day unless otherwise approved.

If unsuitable weather or other unexpected conditions do not allow planed areas to be overlaid, provide and maintain warning signs for overnight lane closures in accordance with the traffic control plan sheets until overlay operations are complete.

The NETRMA retains ownership of planed material generated on this project unless prior notification is given to the Contractor to retain planed material.

**ITEM 361. REPAIR OF CONCRETE PAVEMENT**

Furnish evidence of concurrence by the owner of the disposal site.

Class HES will meet a minimum compressive strength requirement of 1,800 psi within four (4) hours of closing a lane. The road will be fully opened to traffic by the end of each day.

Furnish mix designs to the NETRMA Representative for approval prior to placement. Remove and replace loose sub-base material with concrete.

For full depth repair, the amount of pavement removed will be only the amount which can be replaced during the daily allowable work schedule.

Surface is 5" ACP usual. Removal and replacement if this will be subsidiary as per 361.5 of the Standard Specifications.

Provide chairs for multiple piece tie bars, threaded connectors or other adequate devices used in concrete paving or tie them to the pavement reinforcing steel.

**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

## **ITEM 585. RIDE QUALITY FOR PAVEMENT SURFACES**

Use Surface Test Type A to evaluate ride quality of travel lanes in accordance with Item 585, "Ride Quality for Pavement Surfaces."

## **ITEM 700. POTHOLE REPAIR STANDARD**

This item will be on an emergency callout basis as needed. The contractor shall mobilize and begin work to repair potholes within 4 hours of initial callout. If the contractor fails to begin work within 4 hours of initial callout emergency mobilization shall be forfeited for that callout.

It is expected that the materials to be utilized for filling potholes shall be a "Hot Mix Asphalt Material" or an approved cold placed asphaltic material.

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## **GUARDRAIL REPAIR**

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Repair or install necessary metal beam guard fence, end treatments, and attenuators on a call-out basis. Work locations are non-site specific and will be determined. Accomplish work in accordance with the latest guardrail standards unless otherwise directed by the NETRMA Representative.

Guardrail repair and installation is intermittent and not continuous. Expect multiple mobilizations (call outs) for the duration of this contract. Multiple work orders may be used to accomplish the work. Once work has begun, continue until all the work order is complete.

The amount of work to be performed, number of working days allowed, and the date when time charges will begin for each work order will be provided. A minimum of \$500 of work per order will be scheduled for repair and/or upgrade before the Contractor is notified to begin work. Work orders may have multiple work locations. If the remaining work to be performed to complete an order is less than the minimum call in amount, the contractor will still be required to move in and perform the remaining work on the contract if requested.

If the NETRMA Representative determines that the repair or its location is a concern for public safety, the Contractor will be required to make the repair regardless of the minimum call in requirement.

In such instances, the Contractor will be required to complete repairs within forty-eight (48) hours of the notification. Column protection, SGT, and attenuator repairs are examples of safety concerns with no minimum work limits.

Verify locations of all existing utilities in the area of the work with local utility companies to avoid damage during guard fence operations.

**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

Perform work activities between sunrise and sunset. Make all arrangements for equipment and storage areas. No storage of equipment and/or materials is permitted at on Toll 49 right-of-way unless approved by the NETRMA Representative.

Some posts have been previously set in concrete. Clear and remove all surplus and discarded materials upon completion of the work at each location. Leave the entire project in a neat condition. Assume repair expenses for any damage to any roadway or other highway appurtenance resulting from work operations.

Delineators needed for repaired or replaced rail and attenuators shall be installed at the time the guardrail or attenuator is repaired or replaced. This will be paid under Item 658, Delineators and Object Markers.

Deliver to a designated site, as determined by the NETRMA Representative, any surplus or discarded material that is deemed salvageable; it will remain the property of the NETRMA. Determine a site and arrange for disposal of any unused material deemed not salvageable by the NETRMA Representative. Location of the site will be outside the highway right of way. Provide documents when asked to prove disposal is in accordance with state law.

Concrete truck drivers and concrete pump operators are required to wash out only in designated areas specifically constructed for eliminating run-off. Dispose of materials in accordance with federal, state, and local requirements.

Furnish all material, labor, tools and equipment required. Assure wood posts match the shape and height above ground as the existing posts. Equip all motorized vehicles with flashing strobe lights and back-up horns in working condition.

**ITEM 429. CONCRETE STRUCTURE REPAIR**

This Item includes but is not limited to the repair of damaged inlets, concrete curb and gutters, bridge wingwalls, bridge columns, bridge caps, sound barriers, head walls, concrete abutments, concrete approach structures, and concrete bridge barriers as specified by the NETRMA Representative. Remove down to sound material and replace with concrete to original condition.

Remove any other concrete spalls down to sound material and replaced with concrete and/or grout. Repair at Contractor's expense the reinforcing steel if damaged during repair operations.

**ITEM 540. METAL BEAM GUARD FENCE**

Furnish and install new metal guard fence in accordance with standards in plans.

All work involved in placement of timber posts in soil cement riprap must be included in the price bid for Item 540.

**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

Do not paint treated timber posts.

Use timber posts on all metal beam guard fence except where steel posts are required in accordance with “Low Fill Culvert Post Mounting” details shown on standard sheet MBGF.

**ITEMS 540 & 542. METAL BEAM GUARD FENCE & REMOVING METAL BEAM GUARD FENCE**

Prior to removal of existing MBGF and associated appurtenances, submit to the NETRMA Representative for approval a work plan, including a detailed timeline, outlining removal and reinstallation of safety features. It is the intent that the Contractor has the necessary materials and labor force available to reinstall the safety features prior to beginning the removal process.

Where existing MBGF is being removed and not replaced with new MBGF due to proposed roadside safety improvements, do not remove the existing MBGF prior to completion of the planned roadside safety improvements at that location unless otherwise approved in writing.

Regardless of when the Contractor installs proposed MBGF, set the rail height to account for any subsequent surfacing work in order to be in accordance with standard MBGF upon completion of the Contract.

**ITEM 542. REMOVING METAL BEAM GUARD FENCE**

The NETRMA Representative will determine the metal beam guard fence to be salvaged and location of stockpile sites.

All metal beam guard fence not designated for re-use will become the property of the Contractor. Dispose of fence as directed.

When “Removing Terminal Anchor Section,” a section consists of a terminal anchor post and one 25-ft rail element. Completely remove posts and any surrounding concrete.

**ITEM 544. GUARDRAIL END TREATMENTS**

The type of GET will be Type 1 unless otherwise directed by the NETRMA Representative.

Furnish and install new guardrail terminals under this item. New terminals shall be Type I as shown on the standard sheets.

Set guardrail extruder system to the height as specified in the applicable standards unless otherwise directed by the NETRMA Representative.

**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

Install object markers Type OB-3F on the front of the impact heads of single guardrail terminals as shown on Standard Sheet D&OM (VIA).

**ITEM 545. CRASH CUSHION ATTENUATOR**

The six inch (6") reinforced concrete foundation, embankment and preparation for the concrete slab are considered subsidiary to this item.

**ITEM 770. METAL BEAM GUARD FENCE REPAIR**

Furnish, repair, remove and replace or upgrade guardrail element. Supply all new materials for repairs under this item. Reuse existing materials in repairs only after the NETRMA Representative has approved it as salvageable.

The NETRMA Representative will determine whether damages guard fence will be repaired or whether to upgrade the installation to current standards using other items of work.

Conform to requirements for class "A" concrete as specified in item 421, "Hydraulic Cement Concrete" for terminal anchor posts or for embedment of other posts in concrete, where required. All class "A" concrete and concrete design shall be approved by the NETRMA Representative and strength testing requirement may be waived.

Repairs under "Repair of Rail Element (W-Beam)" are paid by the linear foot of rail when a terminal anchor section involves only the rail elements and not the actual anchor foundation. Provide prefabricated curved rail when needed.

Thoroughly tamp around all posts set into the soil. Backfill postholes with debris-free material, as approved by the NETRMA Representative. Remove or spread all surplus dirt to the natural grade of the surrounding area.

Repair damaged galvanized coatings in accordance with Section 445.3.D, "Repairs."

Removal of posts that are replaced in asphalt pavement or flexible base pavement will be paid for under Item 770-6010 "REM/REPL TIM/STL POST W/O CONC FND OR 770-6012 REM/REPL TIMBER POST W/O CONC FND."

Cap posts set in hot mix/surface treatment with four (4) inches of cold-mix. When replacing posts in riprap use grout to fill space between riprap and posts.

All bridge rail consisting of "W" rail sections connected to the top rail or concrete rail will be paid for under the bid item "Repair Rail Element (W-Beam)".

**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

Repair of steel post with base plate also includes the repair of steel post with plate on bridge curb, on bridge deck, and/ or headwall.

Removal and replacement of blockout will be paid when existing block is broken or missing. Installation of blockout will be paid when new blocks are installed where they have never existed before.

When replacing a SGT impact head, payment will be made for replacing a new SGT marker also. The OM marker is subsidiary to installation of SGT or remove/replace SGT.

Payment of the following are considered subsidiary to items used in Guardrail Replacement:

- removal of all damaged existing metal beam guard fence, anchor post, post, terminal anchor section, metal beam guard fence transitions, S.G.T.'s and any other material necessary to perform the work.
- realignment of existing rail that does not require removal.
- any work required to remove and reattach sections of rail including terminal anchor sections and S.G.T.s adjacent to the damaged rail.
- all blockouts, back-up plates and any other incidentals necessary to repair metal beam guard fence.
- drilling of new postholes and backfilling old post holes to repair metal beam guard fence.
- all required epoxy-grouted work.
- minor amounts of tree trimming and underbrush removal.
- removal and reset of SGT impact head if the rail is not extruded into the head.
- replacement of SGT cable assembly if the NETRMA Representative determines the original cable is reusable.

**ITEM 774. ATTENUATOR REPAIR**

Repair Trinity Attenuating Crash Cushion as shown on applicable standard sheets. For clarification, repair includes repairing, modifying, replacement or installation of any or all parts of an existing system.



**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

**ITEM 776 METAL RAIL REPAIR**

Rail Repair will be measured by the foot between centers of the first undamaged post on each side of the repair or to the end of the rail. Repair of metal post will be paid for under Item 770 by each post repaired.

When steel posts are damaged, new posts will be ordered and installed. The Contractor will take measurements for manufacturing the new posts. When the posts are ordered, the Contractor will instruct the manufacturer to send the NETRMA Representative a letter stating the timeframe for delivery. Damaged posts may be reused or repaired for the purpose of hanging new rail section until new posts can be manufactured and delivered. If posts are repaired, they will be paid under the repair item and new posts will be paid for when installed.

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**GUIDESIGN REPLACEMENT**

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**ITEM 416. DRILLED SHAFT FOUNDATIONS**

Collect all cuttings, spoils, and slurry resulting from drilled shaft operations and deposit material into a storage tank for disposal outside the limits of the project. Dispose of waste material in accordance with Section 416.3.7., "Additional Requirements for Slurry Displacement or Underwater Concrete Placement Methods."

Hand dressing of soil around the concrete foundations for luminaries will be required as directed. Place the level of soil at a 6:1 slope or flatter, where possible, and extend it from the top of the concrete foundation to the established grades. This work will not be paid for directly but will be subsidiary to this Item.

Provide low clearance drilling rig to avoid overhead transmission line. Locate all existing utilities before drilling the foundations. Upon approval, modify operations and continue the work in a manner that will allow others to make utility adjustments if necessary.

Remove existing concrete foundations that are to be abandoned to 2 ft. below finish grade. Backfill the remaining hole with material that is equal in composition and density to the surrounding area. Replace any surfacing with like material to equivalent condition. Restrict movement of construction equipment and haul trucks to paved surfaces. Do not cross the ramp median with equipment and haul trucks unless specifically authorized. Wash out concrete trucks in designated areas specifically constructed for eliminating run-off. Dispose of materials in accordance with federal, state, and local requirements.

Drill all foundation shafts to a minimum of six (6) feet in depth, leaving no loose material in the hole. Do not leave foundation holes open overnight. Finish all foundations with a trowel for a

**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

neat appearance and to the satisfaction of the NETRMA Representative. Remove all excess material from the work site.

Hand dressing of soil around the concrete foundations will be required as directed. Place the level of soil at a 6:1 slope or flatter, where possible, and extend it from the top of the concrete foundation to the established grades. This work will not be paid for directly but will be subsidiary to this Item.

NETRMA reserves the right to test approximately 5% of the installed bases to insure proper depth and coverage of the concrete. Assume expense and replace all bases on the entire roadway if proper depth and coverage is not found, as directed by the NETRMA Representative. If proper coverage is found, NETRMA will be responsible for replacement of the pulled bases.

Usual testing of materials placed under this Item may be waived by the NETRMA Representative, except for materials used for overhead sign bridge foundations.

**ITEM 636. ALUMINUM SIGNS**

Install signs in accordance with the Texas Department of Transportation's "Sign Crew Field Book," latest edition, or as directed.

All sign designs and locations will be provided to the contractor. The locations may be shifted with design guidelines to secure a better location or avoid conflict with utilities and/or maintain the recommended clearance from existing signs.

Stake the foundations for any new locations, in the event that a sign needs to be relocated, as approved by the NETRMA Representative.

Large guide sign repair/replacement and installation is intermittent and not continuous. Expect multiple mobilizations (call outs) for the duration of this contract. Once work has begun, continue until all the work order is complete.

The Contractor will be given 20 working days from the date of the initial work order to have a new sign fabricated. One day for drilling and pouring two each of drill shaft size specified, three consecutive days for cure time when drill shafts are poured, one day to remove 2 each large roadside sign assemblies and install two each large roadside structural steel supports, and one day to remove and replace existing aluminum signs of type specified. Time charges for each separate site on the work order will be calculated from the next working day following the expiration of time charges on the previous job.

Install signs in accordance with the Texas Department of Transportation's "Sign Crew Field Book," current edition, or as directed. Where applicable, install the proposed signs before

**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

removing the existing signs and prior to moving to the next location or quitting operations at the end of the work day.

Plans quantity measurement is voided for pay items.

**ITEM 644. SMALL ROADSIDE SIGN ASSEMBLIES**

Sign types for which details are not shown on the plans must conform to “Standard Highway Sign Designs for Texas,” latest edition.

Items under Item 644 with the description ‘Install...’ will cover the installation of the sign support/post only. Payment of the sign mounted on the post will be paid under item 636. The intent behind this is to clarify potential cost of work needed.

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**LONG LINE THERMO**

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**ITEM 662. WORK ZONE PAVEMENT MARKINGS**

Dispose of all empty paint containers and unused paint in accordance with federal, state, and local requirements.

Do not use foil backed pavement markings as removable work zone pavement markings. Removable work zone pavement markings must be pliant polymer detour grade (removable) material or other markings that can be obliterated or removed to the satisfaction of the NETRMA Representative.

**ITEM 666. RETROREFLECTORIZED PAVEMENT MARKINGS**

Use the spray method for application of the thermoplastic compound for lane lines, barrier lines, edge lines and channelizing lines.

Do not begin work before 9 A.M. and do not continue work after 4 P.M. unless otherwise approved.

Extrude hot to the pavement surface thermoplastic compound for arrows, stop lines, yield triangles, transverse lines, crosswalk lines, words and symbols.

For lengths greater than 300 ft., the Contractor is responsible for the placement of pilot guideline markings. Place markings in the proper alignment as established by the Contractor and approved by the NETRMA Representative. Previously placed tabs that are preserved on the approved alignment may be used as a guide for the placement of pilot guideline markings. Controlled

**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

surveys may be required for the proper placement of tabs and for the proper placement of control points for pilot guideline markings.

Provide a crew experienced in the work of installing pilot guideline markings and in the necessary traffic control. Supply all the equipment, personnel, traffic control, and materials necessary for the placement of pilot guideline markings as directed. All work will be in conformance with Part VI of the TMUTCD.

Furnish Type II glass beads conforming to DMS-8290, "Glass Traffic Beads," for this project. Errors will be removed by water blasting only.

Begin Long Line Thermoplastic striping in mid-March (approximately).

Quantities and locations may be varied by the NETRMA Representative during actual striping operations to accommodate field conditions. Use the spray method for application of the thermoplastic compound for lane lines, barrier lines, edge lines and channelizing lines. Use Type II glass traffic beads as specified under Item 666.2.3 of the Standard Specifications.

Immediately remove and assume removal cost of any material that gets on any vehicle as a result of operations. Dispose of paint containers and unused paint in accordance with all Federal and State regulations.

Errors and existing thermos stripe deemed unfit to restripe over will be removed. Errors in striping will be removed by water blasting only. A sealer/paint shall be applied to concrete surface after water blast cleaning.

This Item will not be a plans quantity item.

**Pavement Sealer**

TY II markings shall be placed as pavement sealer. The beads on this project shall meet the requirements of TxDOT materials specification DMS-8290, Glass Traffic Beads TY II. Beads shall be embedment coated with Potters Industries AC-07 Series, Swarco/Reflex, Inc. 01227 or an equivalent adhesion insuring coating.

This Item will not be a plans quantity item.

**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

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**SHORT LINE THERMO**

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**ITEM 666. RETROREFLECTORIZED PAVEMENT MARKINGS**

Place Short Line Thermoplastic Striping on an “as needed” basis, as directed by the NETRMA Representative. Use personnel experienced in the type of work described in the Standard Specifications.

Obtain approval from the NETRMA Representative for material and equipment used for placement of Short Line Thermo Plastic Striping.

Place Type I Thermoplastic Markings on the sections of highway where the existing pavement markings have been obliterated or are in need of refurbishing. Layout work may be required.

Sweeping of the surface prior to the actual pavement marking application may be the only surface preparation required for most asphaltic surfaces.

Immediately remove and assume removal cost of any material that gets on any vehicle as a result of operations. Dispose of material containers and unused material in accordance with all Federal and State regulations.

This item will not be a plans quantity item.

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**PAVEMENT PREP**

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**ITEM 677. ELIMINATION OF EXISTING PAVEMENT MARKING**

Existing pavement markings shall be eliminated by water blasting method only.

A sealer/paint shall be applied to concrete surface after water blast cleaning.

**ITEM 678. PAVEMENT SURFACE PREPARATION FOR MARKINGS**

Surface Preparation for Markings of existing TY I Thermo shall be performed by the flailing method only on asphaltic surfaces unless otherwise approved by the NETRMA Representative.

This item will not be a plans quantity item.

**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

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## **RAISED PAVEMENT MARKINGS**

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### **ITEM 672. RAISED PAVEMENT MARKERS**

Provide dispensing equipment such that the bituminous material can be directly applied from the melting pot to the pavement surface without secondary handling. Dispensing material from the melting pot into a separate container and then to the pavement surface will not be permitted. Intermittent agitation of the bituminous material will be by a method approved by the NETRMA Representative to ensure even heat distribution and must be such that the adhesive is agitated at approved and consistent intervals.

Use equipment that is industry-standard for the type of work being performed so as to assure a minimum removal and replacement rate of 1,200 raised pavement markers per day. Obtain approval of the NETRMA Representative for all equipment such as, linex or equivalent to be used on the project prior to beginning work.

Begin removal and replacement of raised pavement markers subsequent to placement of broken thermoplastic striping on mainlanes.

Employ personnel that are experienced in removal and replacement of raised pavement markers. Place new markers within 2 inches of the original marker pad. Repair damage to asphaltic surfaces greater than ¼" in depth as a result of the removal of markers. Bituminous will be applied to all picked RPM's original pad.

Use flexible bituminous for placement of raised pavement markers on concrete sections of the roadway. Directly apply the adhesive material from dispensing equipment (melting pot) to the pavement surface without secondary handling. Insure even heat distribution of the adhesive material by intermittent agitation, with a method approved by the NETRMA Representative.

Completely remove all epoxy and bituminous residue when marker is removed from concrete pavement for replacement.

Accept ownership of unsalvageable RPM's and remove from the roadway and right of way and properly dispose of. Removal is subsidiary to Item 672. Use a method approved by the NETRMA Representative.

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## **DELINEATORS & OBJECT MARKERS**

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### **ITEM 658. DELINEATOR AND OBJECT MARKER ASSEMBLIES**

Accept ownership of unsalvageable delineator and object marker assemblies and remove from the right of way unless otherwise directed by the NETRMA Representative.

**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

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**MOWING**

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**ITEM 730. MOWING**

Submit a proposed schedule for mowing at the pre-work meeting for approval by the NETRMA Representative. NETRMA may change the order of mowing and will determine all non-mow and vegetative management areas. Mow roadways with construction zones if required by the NETRMA Representative.

Complete a minimum of 150 acres per working day. Complete each cycle of mowing in this contract within 18 working days.

Maintain a continuous work schedule to allow satisfactory completion of the cycle and assure all equipment is in good operating condition.

Pressure-wash all mowing equipment to prevent the spread of a parasitic plant species, which may be located on the right of way, as follows: before beginning right of way mowing operations; after completing a cycle of right of way mowing operations; any time the equipment enters or leaves the right of way to perform any other mowing operation at locations other than the highway right of way.

Notify the NETRMA Representative prior to any pressure washing of mowing equipment so the process may be observed. Perform the pressure washing of mowing equipment only at the location(s) approved by the NETRMA Representative.

Mow all acres as specified on the plans and by the NETRMA Representative to complete a cycle. Exclude those areas designated as non-mow areas by the NETRMA Representative.

Hand trim around all fixed objects within the mow area including trees, plants, sign posts, fence rows, cattle guard pass fences, telephone and electrical boxes, delineators, retaining walls, bridge overpasses, or other appurtenances which are a part of the facility. Perform hand trimming around all temporary signs such as construction signing.

Include suckers and sprouts up to one and one-half inches (1 1/2") around trees. Trim around all power poles and utility pedestals that are within the normal mowing areas.

Hand trim twelve feet (12') behind any guardrail and/or retaining walls where the mowers are unable to mow.

Trim, remove debris from roadway, and move signs as the mowing progresses. Trim all mow areas by the end of each day. Mow within one foot (1') of the fence row, unless authorized by the NETRMA Representative to do otherwise.

**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

Trim by hand areas that are too wet to mow unless they are more than four feet (4') wide and longer than one hundred feet (100'). Hand trim areas less than four feet (4') wide, regardless of the length.

Cut trees and brush up to one and one-half inches (1 1/2") in the entire right of way except in non-mow areas. Include trees and brush along creeks and drainage ditches.

Straighten all signs and/or delineators that have been knocked out of plumb by the mowing operations. Pay for all signs and/or delineators, mailboxes, guardrail, and other appurtenances damaged as a result of mowing operations. Pay replacement cost of sign foundations if they are moved as a result of mowing operations. Payment for the cost for repairs (including labor and material) will be deducted from any due the Contractor upon completion of a partial cycle or the entire cycle of mowing.

A four-wheel drive tractor will be required at various locations.

Plans quantity measurement is voided.

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**DEBRIS / GRAFFITI REMOVAL**

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**ITEM 735 DEBRIS REMOVAL**

Begin spot debris removal within 24 hours of notification by the NETRMA Representative. Remove and dispose of all debris within the roadbed mile limit at each call-out, as directed by the NETRMA Representative.

Payment will be based on completion of an entire cycle, which shall be completed within one day.

Dispose of all rubber tires and rubber tire scraps collected during the performance of this contract in accordance with local, state, and federal regulations. Provide written notice to NETRMA of the disposal location of tires and tire fragments.

**ITEM 740. GRAFFITI REMOVAL AND ANTI-GRAFFITI COATING**

The 50 SF minimum requirement for a call-out is voided for this project.

Begin graffiti removal within 48 hr of each verbal notification unless otherwise directed.

Remove graffiti from the back of signs on overhead sign structures and ground mounted signs.



**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

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## **SWEEPING**

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### **ITEM 738. CLEANING AND SWEEPING HIGHWAYS**

Prosecute the work as directed by the NETRMA Representative. Work will be scheduled for non-emergencies on an “as needed” basis, with call in approximately once each quarter. An additional cycle for emergencies in each area will be scheduled as necessary. Report to work for emergencies within 48 hours of notification by the NETRMA Representative.

Completely remove debris from pavement surfaces and other areas designated on the plans, such as all sides of raised pavement markers, barrier drain slots, slotted drains, inlet openings, attenuators, and guardrails. Cleaning of these items will not be paid for directly but will be subsidiary to Item 738.

Dispose of all debris collected at a state approved solid waste site. Special attention may be required for pavement that has rumble strips.

Mileage is measured by the right-of-way centerline mile, is defined as the distance measured from the beginning point to the ending point shown on the plans, and is measured once, regardless of the number of lanes or roadbeds.

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## **TREE AND BRUSH REMOVAL**

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### **ITEM 752 TREE AND BRUSH REMOVAL**

Use equipment that is industry-standard for the type of work being performed, specifically, loaders with sufficient capacity to remove tree trunks from the right of way; stump grinders and chippers so as to assure adequate production rates. Use aerial devices when needed.

Pick up and remove from the right of way all trees that are felled in one day, unless otherwise authorized by the NETRMA Representative. Obtain written consent of the property owner if a tree is not on NETRMA property prior to beginning work.

Cut, remove and grind stumps of all trees marked on one roadway before starting on another roadway unless otherwise authorized by the NETRMA Representative. Cut the trees down as close to the ground as possible.

Determine the diameter of the tree by measuring the circumference of the tree three feet (3') from the ground and on the uphill side, dividing it by 3.1416, then rounding to the nearest inch. Remove trees or brush less than two inches (2") in diameter which are located within four feet (4') of any tree marked for removal.

**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

Remove stumps by grinding them to eight inches (8") below ground level. Remove and dispose of the wood chips or spread in a thin layer inside the right of way as directed by the NETRMA Representative.

Backfill the holes that remain after the stump is ground and then level to existing grade. Disposal of any additional stumps, logs, limbs, etc., is not allowed on private property. Disposal will be in accordance with federal, state and local laws. All removal and backfill are subsidiary to the bid item.

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**HERBICIDE**

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**ITEMS 731. BROADCAST HERBICIDE**

Contractor shall provide herbicide license and records to NETRMA Representative.

Furnish water free of industrial wastes and other objectionable material.

The NETRMA Representative will evaluate each tract before herbicide application. If the entire tract does not need to be treated, acreage and or shoulder miles will be recalculated and limits of treated area on tract will be shown on the work order letter.

**All equipment will be pressure washed prior to beginning work and before leaving the job site.**

Remove and replace guardrail, posts, bolts, nuts, etc., in those areas where entry cannot be made any other way.

Do not apply herbicide to designated non- mow areas.

Item 731-6007 Pavement Edges, Structures and Fixtures is measured and paid by the centerline mile. Centerline mile is defined as the distance measured from the beginning point to the ending point measured once regardless of the number of lanes or roadbeds.

A partial payment of 50% of the unit price bid will be paid after the initial application is performed. The final 50% of the unit price bid will be paid after the inspection and required re-treatments have been completed and accepted.

**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

**ITEM 731:**

Unless otherwise directed, use the following rates:

Gallons of Water Per Acre	As calibrated in the presence of Department's personnel
Ounces of Outrider Per Acre	1.333
Ounces of Roundup-Pro Per Max Acre	8
Ounces of Vista XRT Per Acre	10

Target 6.6 may be considered if resistant strain of “Johnson Grass” is encountered.

Unless otherwise directed, use the following rates:

Gallons of Water Per Acre	As calibrated in the presence of Department's personnel
Ounces of Landmark XP Per Acre	2 - 3
Quarts of Roundup-Pro Max Per Acre	3

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**ILLUMINATION**

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**ITEM 6000. ROADWAY ILLUMINATION ASSEMBLIES**

Junction boxes, connectors, flexible conduit and fused disconnects for underpass luminaires will not be paid for directly but will be subsidiary to the various bid items.

For this project, the contractor shall supply all materials except as follows:

- Standard single mast pole
- Standard double mast pole
- Mast arms
- Transformer bases
- Luminaires and fixtures
- Luminaire Wall Packs

**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

When performing work on high mast lighting, the contractor shall furnish lamps to replace the lamps that are burned out only. All lamps on the ring shall be replaced at the same time.

For this project, Replace Electrical Service shall consist of the replacement / installation of Type A Electrical Service only.

For this project, all ground boxes installed shall be TY A (122311) W / Apron.

The contractor will inspect, clean, adjust and make necessary repairs and replacement of components to illumination systems as described in special specification 6000, Illumination Maintenance.

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**TRAFFIC CONTROL**

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All traffic control for this project will be paid for under Item 510. The traffic control plan for this Contract consists of: the installation and maintenance of warning signs and other traffic control devices shown in applicable provisions of the Texas Manual on Uniform Traffic Control Devices (TMUTCD); TxDOT standard BC sheets and Compliant Work Zone Traffic Control Device Lists.

Inspect and correct deficiencies each day throughout the duration of the Contract.

Provide at least one employee on call nights and weekends (or any other time that work is not in progress) for maintenance of signs and traffic control devices. This employee must have an address and telephone number near the project, as approved. Notify the NETRMA Representative in writing of the name, address, and telephone number of this employee. The NETRMA Representative will furnish this information to TxDOT and local law enforcement officials.

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 30 minutes.

Sign all roads intersecting the project in accordance with current BC standards.

Contractor may vary the signing arrangement and spacing as necessary to fit field conditions; however, any proposed changes in the traffic control plan must be approved before implementation. High-visibility safety apparel is required for workers in accordance with the General Notes on current BC standards.

**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

Place and maintain signs, channelizing devices, and flaggers to direct and route traffic at any location and for any period of time as may be required or directed. When operations require a lane closure, provide cones, vertical panels, drums, signs, flaggers, and flashing arrow panels as necessary to route traffic around the closed lane as shown on the plans and as directed. Lane closures will be limited to one specific lane as directed. Begin work after daylight and stop all operations in sufficient time to have the signs removed from the road before dark. In other areas, the contractor will be allowed to work during times as approved and/or directed by the NETRMA Representative.

Unless otherwise approved, lane closures for minor or major construction operations will not be allowed on Good Friday, Easter weekend, Memorial Day, Memorial Day weekend, July 4th, Labor Day, Labor Day weekend, Thanksgiving Day thru Sunday, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, or on any other high traffic days or holidays as determined by the NETRMA Representative.

Maintain existing roadside signs within this project's limits during this Contract. In order to accommodate the grading or other operations, temporarily relocate these signs in accordance with the TMUTCD as directed. This work will not be paid for directly but will be subsidiary to Item 502.

Provide truck-mounted attenuators (TMA) as shown on the appropriate TxDOT traffic control plan sheets. Provide a letter certifying that all TMA used on this project meet NCHRP 350 or AASHTO Manual for Assessing Safety Hardware (MASH) requirements.

Regulate all construction activities and equipment to minimize inconvenience to the traveling public. At points where it is necessary for trucks to stop, load, or unload, provide warning signs and flaggers to protect the traveling public.

The pavement must be entirely open to traffic each night. Remove or clearly barricade all material stockpiles, equipment left overnight, or any obstruction within 30 ft. of a travel-way as approved.

**At times of heavy traffic and on holidays, no work on the main lanes will be allowed after noon, as determined by the NETRMA Representative.**

**No lane closures are permitted after noon on Fridays or allowed to remain in effect over the weekend unless approved by the NETRMA Representative.**

Properly instruct all persons performing flagging operations in accordance with 7.2.6.2 of the TxDOT Standard Specifications. Provide evidence of flagger certification to the NETRMA Representative before commencement of this contract.

## **Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

Refer to the traffic control details for surfacing operations shown on the plans. Install signs as required by this standard. Keep signs in place until after completion of the surface course operation and until placement of the standard pavement markings. Place standard pavement markings within 7 days of surface treatment application. The placement of acceptable permanent pavement markings and the completion of the final cleanup will be considered a part of the surface course operation. Short-term stationary/short duration portable signs will be required during the removal of the temporary pavement markings.

Open the repaired concrete pavement areas of 1 lane to traffic as soon as the new concrete attains the specified strength. Do not open a repaired area to traffic until all shoulder material removed for the repair has been replaced with ACP. Plan and coordinate the work in such a manner that the shoulder work will not delay opening the repaired areas to traffic.

Prior to beginning work, the Contractor and NETRMA Representative must agree on the allowable length of lane closure.

Restrict movement of construction equipment and haul trucks to all paved surfaces. Use entrance and exit ramps for ingress and egress to the mainlanes. As directed by the NETRMA Representative, provide 2 electronic Portable Changeable Message Signs (PCMS) adjacent to the mainlanes in advance of each lane closure, or provide one in advance of a mobile operation. PCMS shall be in accordance with Section 6F.55 of the TMUTCD, applicable standards and TxDOT special provisions. Depending on conditions, one or both message boards may have to be relocated during daily operations. Messages will be in accordance with current BC standards. When not in use remove message signs from the right of way.

Furnish and install all signs, barricades, and other incidentals necessary for proper traffic control which shall be in accordance with the TMUTCD and/or as directed by the NETRMA Representative. All warning signs will be 48" X 48" (roll-up), black on orange, factory made, and in satisfactory condition.

Remove or clearly mark with barricades, as directed by the NETRMA Representative, all equipment left on the highway right-of-way within 30 feet of the travel way.

### **TRAFFIC CONTROL - MOWING**

Refer to TxDOT RS-TCP-05, which is a part of this contract. This plan does not relieve the Contractor from compliance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

Setup a maximum of two (2) simultaneous, consecutive three (3) mile sign arrangements. Perform all work, including weed-eating, within the signed areas. Work only within the six (6) mile limit at any time.

**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

## **TRAFFIC CONTROL - DEBRIS REMOVAL**

Equip each vehicle used with one or more rotating beacon or strobe lights and a truck-mounted arrow board.

TMA's shall be required.

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## **EROSION CONTROL**

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### **ITEM 132. EMBANKMENT**

Furnish Type C embankment consisting of suitable earth material (rock, loam, clay, or other approved materials) that will form a stable embankment. The top 2 ft. of embankment material should have a plasticity index between 6 and 18.

### **ITEM 164. SEEDING FOR EROSION CONTROL**

The rates, types of seed, asphalt, and locations for the straw mulch and broadcast seed items will be determined if temporary erosion control is needed.

Mow tall vegetation prior to placement of erosion control measures in order to provide optimal growing conditions. This work will not be paid for directly, but will be subsidiary to the bid items of the Contract.

The season and seed mixture for "Broadcast Seeding (Temporary Erosion Control) (Cool Season)" and "Broadcast Seeding (Temporary Erosion Control) (Warm Season)" is specified below:

Cool Season -	September 1 thru November 30
Warm Season -	May 1 thru August 31

Apply seeding at a rate of 30 lb. of pure live seeds per acre for permanent seeding or as directed.

**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

The following are lists of the weights of the different seeds for the different soil conditions and different locations:

<b>Permanent Rural Seed Mix (Warm Season)</b>			
<b>Clay Soils</b>		<b>Sandy Soils</b>	
(lb. PLS/ac.)		(lb. PLS/ac.)	
Green Sprangletop	1.5	Green Sprangletop	3.0
Bermudagrass	9.3	Bermudagrass	17.3
Sideoats Grama	14.1	Lance-Leaf Coreopsis	9.7
Illinois Bundleflower	5.1		

Use crimping as the tacking method for hay or straw mulch.

**ITEM 169. SOIL RETENTION BLANKET**

Do not use synthetic mats for this project.

**ITEM 432. RIPRAP**

Locations and quantities may be varied as directed by the NETRMA Representative to accommodate field conditions.

**ITEM 506. TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS**

Remove dirt, silt, rocks, debris, and other foreign matter that accumulates in all structures due to project erosion and Contractor's operations. Keep stream channels open at all times. This work will not be paid for directly but will be subsidiary to this Item.

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



**Contract: Total Maintenance Contract**

**County: SMITH**

**Highway: Toll 49**

activities on or off right of way. When the total area disturbed for all projects in the Contract and PSLs within 1 mile of the project limits exceeds 5 acres, provide a copy of the Contractor NOI for PSLs on the right of way to the NETRMA Representative (to the appropriate MS4 operator when on an off-State system route).