

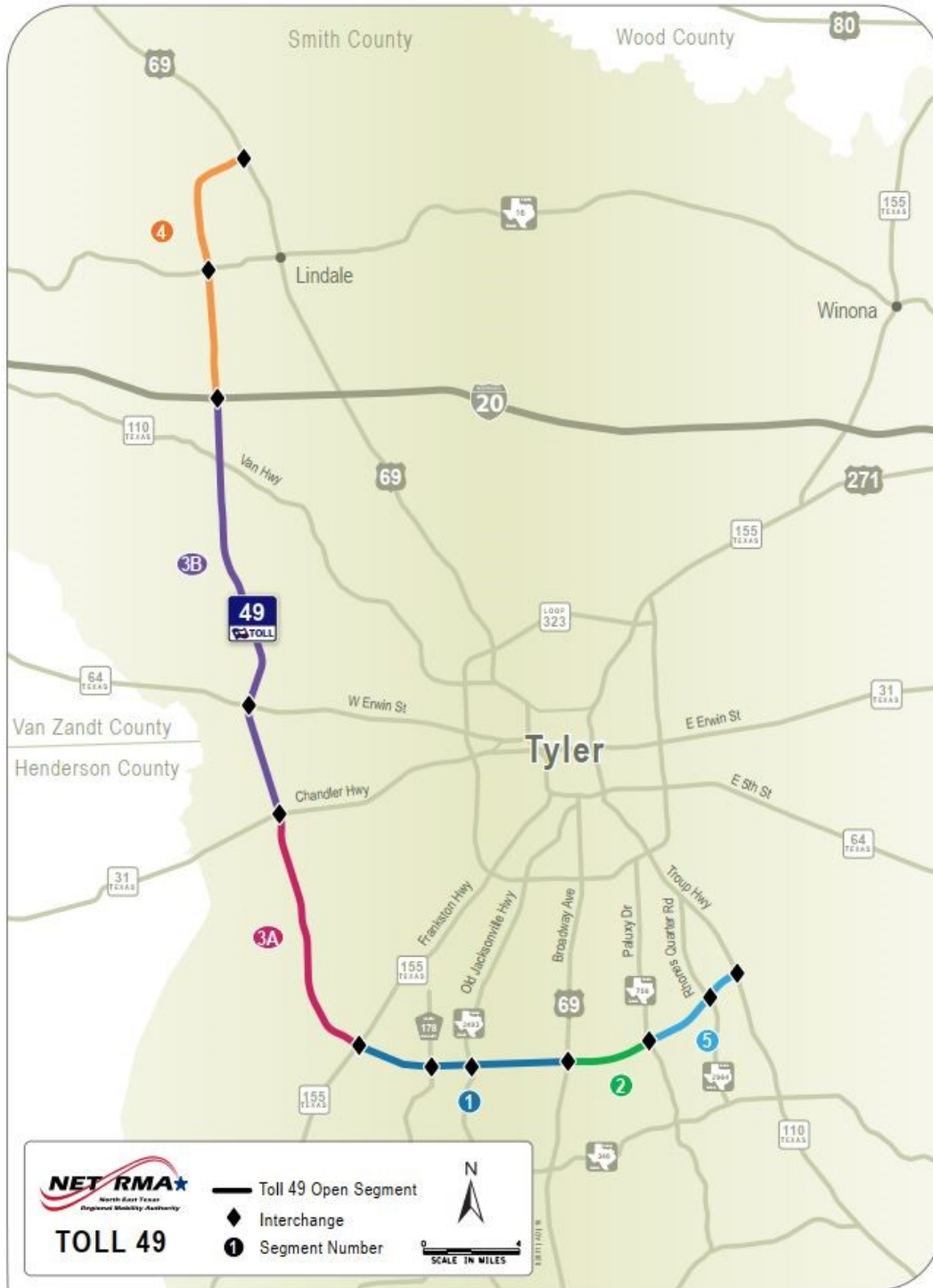


**TOLL 49**  
**2022 TOTAL MAINTENANCE CONTRACT**  
**RFP – REQUEST FOR PROPOSAL**

RFP Issue Date	Thursday, September 16, 2021
Questions Due	Thursday, September 30, 2021
<b>RFP Due (Submittal Deadline)</b>	Thursday, October 21, 2021
Evaluation Committee Review	Week of October 25, 2021
Interviews	Week of November 1, 2021
Estimated Selection Date	Wednesday, November 10, 2021

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

# TOLL 49 2022 TOTAL MAINTENANCE CONTRACT



## **NOTICE #1**

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

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

**on Thursday, October 21, 2021 to:**

**NORTH EAST TEXAS REGIONAL  
MOBILITY AUTHORITY**

**1001 ESE Loop 323, Suite 420**

**Tyler, Texas 75701**

**Attn: Glenn Green**

# **NOTICE #2**

## **Toll 49**

### **2022 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, October 21, 2021**

**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, September 30, 2021**

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

**All questions must be submitted in writing to  
Mark McClanahan**

**[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>**

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## **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.

The Proposal is submitted by an unqualified Proposer.

The person (or in the case of a joint venture – persons) does not sign the Proposal.

The Proposal is in a form other than the official Proposal documents issued to the Proposer.

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.

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>

The proposer was not authorized to submit a proposal under the NET RMA Procurement Policies.

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).

The Bid bond does not comply with the requirements contained in the Respond for Proposal.

The Proposal submitted has the incorrect number of items.

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.

The Proposer fails to acknowledge or improperly acknowledges receipt of all addenda issued.

The Proposer modifies the Proposal in a manner that alters the conditions or requirements for work as stated in the Proposal form.

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.

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 2022 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. October 21, 2021**, for furnishing the NET RMA with the **Toll 49 2022 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](mailto: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.

Glenn Green  
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 September 16, 17 and 18, 2021 and posted at [www.netrma.org](http://www.netrma.org) on September 16, 2021.



## **Toll 49 2022 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 NET RMA 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 NET RMA 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@netma.org](mailto:mark.mcclanahan@netma.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 2022 TOTAL MAINTENANCE CONTRACT

## INFORMATION FOR PROPOSERS

### 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, 2023, 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.

**NOTE: Project Manager Commitment:** The NETRMA expects the prime provider to commit its project manager as proposed in their Technical Proposal for the duration of the contract. The NETRMA further requires the project manager's commitment to the contract to include commitment as project manager for any extension of the contract as set forth in "Term of Contract" without further delegation or substitution over the course of the contract. In selecting a provider, the NETRMA evaluates the project manager's qualifications and skills against the specific requirements and unique demands of the contract. The project manager's commitment to the duration of the contract, therefore, is of key importance to the NETRMA. Project Manager's replacement on an active contract will require the NETRMA's Executive Director's prior consent in writing. If the NETRMA's Executive Director does not approve the project manager's replacement, the NETRMA reserves the right to terminate the contract with a 60 day notice.

## **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 2022 Total Maintenance Proposal**

The Date and Time of the Submittal Deadline

To: Glenn Green, 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: Glenn Green, Executive Director

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

### **Price Proposal**

The Date and Time of the Submittal Deadline

To: Glenn Green, 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

### **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.



**NOTE: Project Manager Commitment:** The NET RMA expects the prime provider to commit its project manager as proposed in their Technical Proposal for the duration of the contract. The NET RMA further requires the project manager's commitment to the contract to include commitment as project manager for any extension of the contract as set forth in "Term of Contract" without further delegation or substitution over the course of the contract. In selecting a provider, the NET RMA evaluates the project manager's qualifications and skills against the specific requirements and unique demands of the contract. The project manager's commitment to the duration of the contract, therefore, is of key importance to the NET RMA. Project Manager replacement on an active contract will require the NET RMA's Executive Director's prior consent. If the NET RMA's Executive Director does not approve the project manager replacement, the NET RMA reserves the right to terminate the contract with a 60 day notice.

## **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 NET RMA reserves the right, at its sole discretion, to contact the individual(s) listed.

### **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:

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

Where: FTS = Final Technical Score  
TS = Technical Score

IS = Interview Score

The Final Technical Score will be weighted as 40% 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:

$$PPS = (LPP / PP) \times 100$$

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

The Price Proposal Scores will be weighted at 60% 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.

$$FTPS = (TS \times 40\%) + (PPS \times 60\%)$$

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.

### **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:

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.

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.

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.

### **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.

### **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.**

### **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.

### **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.

### **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.

### **BONDING REQUIREMENTS**

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

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.

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.

#### **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.

#### **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.

#### **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.**

## **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. 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.

## **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.

## **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.

## **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.

### **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.

### **ON-THE-JOB TRAINING**

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

### **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.

### **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 2022 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.

### **TRAFFIC CONTROL PLANS**

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

### **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.



**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.

**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:**

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.

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

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

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.

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.

## **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 2022 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 2022 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**

**PROJECT: 2022 TOTAL MAINTENANCE PROJECT**  
**COUNTY: SMITH**

**PRICE PROPOSAL**

ITEM CODE	DESCRIPTION	UNIT PRICE ONLY		UNIT	APPROX QUANTITIES
		WRITTEN IN WORDS			
		DOLLARS	CENTS		
104-6009	REMOVING CONCRETE (RIPRAP)			SY	100
105-6043	REMOVE STABILIZED BSE AND ASPH (0-6")			SY	400
105-6999	REMOVE STABILIZED BSE AND ASPH (6-12")			SY	100
110-6003	EXCAVATION (MISC)			CY	20000
132-6005	EMBANKMENT (FINAL) (ORD COMP) (TY C)			CY	400
134-6003	BACKFILL (TY C)			STA	100
150-6002	BLADING			HR	300
156-6001	BULLDOZER WORK			HR	400
158-6002	SPEC EXCAV WORK (BACKHOE)			HR	100
160-6006	FURNISHING AND PLACING TOPSOIL (3")			SY	300
161-6011	COMPOST MANUF TOPSOIL (1")			SY	300
162-6002	BLOCK SODDING (ROLLS)			SY	1000
164-6003	BROADAST SEED (PERM) (RURAL) (CLAY)			SY	1000
164-6013	STAW/HAY MLCH SEED (PERM) (RURAL) (SANDY)			SY	1000
164-6998	BONDED FBR MTRX SEED (TEMP COOL & WARM)			SY	1000
164-6999	BONDED FBR MTRX SEED (PERM COOL & WARM)			SY	1000
166-6001	FERTILIZER			AC	300
168-6001	VEGETATIVE WATERING			MG	200
169-6002	SOIL RETENTION BLANKETS (CL I) (TY B)			SY	300
169-6004	SOIL RETENTION BLANKETS (CL I) (TY D)			SY	300
260-6002	LIME (HYDRATED LIME (SLURRY))			TON	10

**PROJECT: 2022 TOTAL MAINTENANCE PROJECT**  
**COUNTY: SMITH**

**PRICE PROPOSAL**

ITEM CODE	DESCRIPTION	UNIT PRICE ONLY		UNIT	APPROX QUANTITIES
		WRITTEN IN WORDS			
		DOLLARS	CENTS		
260-6006	LIME TRT (EXST MATL) (6")			SY	200
275-6001	CEMENT			TON	10
275-6002	CEMENT TREAT (EXIST MATL) (6 IN)			SY	300
305-6011	SALV, HAUL & STKPL RCL APH PAV (0-6")			SY	200
310-6009	PRIME COAT (MC-30)			GAL	500
315-6002	FOG SEAL (SS-1H)			GAL	2000
316-6017	ASPH (AC20-5TR) (SURF TREAT)			GAL	3600
316-6024	ASPH (CRS-2P) (SURF TREAT)			GAL	1000
316-6193	AGGR (TY-D GR-5 SAC-B)			CY	100
316-9999	LOAD, HAUL & DISTR AGGR (MATL FURN BY OWNER)			CY	100
340-6031	D-GR HMA(SQ) TY-C SAC-A PG64-22			TON	100
340-6031	D-GR HMA(SQ) TY-C SAC-A PG64-22			TON	100
340-6103	D-GR HMA (SQ) TY-D SAC-A PG64-22			TON	100
351-6040	FLEXIBLE PAVEMENT STRUCTURE REPAIR (0-12")			SY	300
354-6021	PLANE ASPH CONC PAV (0" TO 2")			SY	200
354-6025	PLANE ASPH CONC PAV (4" TO 6")			SY	200
354-6103	PLANE ASPH CONC PAV (12" to 14")			SY	200
361-6004	FULL - DEPTH REPAIR CRCP (10")			SY	300
400-6005	CEMENT STABILIZED BACKFILL			CY	100
401-6001	FLOWABLE BACKFILL			CY	100
416-6002	DRILL SHAFT (24 IN)			LF	5

**PROJECT: 2022 TOTAL MAINTENANCE PROJECT**  
**COUNTY: SMITH**

**PRICE PROPOSAL**

ITEM CODE	DESCRIPTION	UNIT PRICE ONLY		UNIT	APPROX QUANTITIES
		WRITTEN IN WORDS			
		DOLLARS	CENTS		
416-6003	DRILL SHAFT (30")			LF	5
416-6016	DRILL SHALF (SIGN MTS) (12 IN)			LF	100
420-6043	CL C CONC (FOOTING)			CY	100
423-6008	RETAIING WALL (CAST IN PLACE)			SF	200
423-9000	CONCRETE BAG RETAINING WALL			EA	1000
429-6007	CONC STR REPAIR (VERTICAL & OVERHEAD)			SF	7
429-6009	CONC STRUCT REPAIR (STANDARD)			SF	7
432-6002	RIPRAP (CONC) (5IN)			CY	10
432-6003	RIPRAP (CONC)(6IN)			CY	10
432-6016	RIPRAP (STONE TY R) (DRY) (12IN)			CY	300
432-6026	RIPRAP (STONE COMMON)(DRY)(18 IN)			CY	300
438-6002	CLEANING AND SEALING EXISTING JOINTS (CL3)			LF	100
438-6004	CLEANING AND SEALING EXISTING JOINTS (CL7)			LF	100
459-6009	GABIONS (3 X 3) (GALV)			CY	100
460-6031	CMP (GAL STL 96 IN)			LF	5
464-6003	RC PIPE (CL III) (18 IN)			LF	100
464-6005	RC PIPE (CL III) (24 IN)			LF	50
464-6007	RC PIPE (CL III) (30 IN)			LF	24
467-6343	SET (TY II) (18 IN) (CMP) (3:1) C			EA	4
467-6375	SET (TY II) (24 IN) (CMP) (3:1) C			EA	4
467-6406	SET (TY II) (30 IN) (CMP) (3:1) C			EA	2



**PROJECT: 2022 TOTAL MAINTENANCE PROJECT**  
**COUNTY: SMITH**

**PRICE PROPOSAL**

ITEM CODE	DESCRIPTION	UNIT PRICE ONLY		UNIT	APPROX QUANTITIES
		WRITTEN IN WORDS			
		DOLLARS	CENTS		
467-6580	SET (REMOV & REINSTALL)			EA	2
480-6000	CLEAN EXISTING CULVERTS (BOX)			EA	10
480-6001	CLEAN EXIST CULVERTS (PIPE)			EA	20
500-6001	MOBILIZATION			LS	1
506-6001	ROCK FILTER DAMS (INSTALL) (TY 1)			LF	25
506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)			LF	25
506-6011	ROCK FILTER DAMS (REMOVE)			LF	50
506-6027	EXCAV EROSN & SEDMT CONT, IN VEH			CY	400
506-6038	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)			LF	500
506-6039	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)			LF	500
510-6001	ONE WAY TRAFFIC CONTROL (FLAGGER CONT)			HR	40
510-6002	ONE WAY TRAFFIC CONTROL (PILOT CAR)			HR	40
538-6001	RIGHT OF WAY MARKERS			EA	500
540-6001	MTL W-BEAM GD FEN (TIM POST)			LF	50
540-6003	MTL THRIE-BEAM GD FEN (TIM POST)			LF	50
540-6006	MTL BEAM GD FEN TRANS (THRIE - BEAM)			EA	1
540-6008	MTL BEAM GD FEN TRANS (T101)			EA	1
540-6010	MTL W-BEAM GD FEN ADJUSTMENT			LF	50
540-6011	MTL THRIE - BEAM GD FEN ADJUSTMENT			LF	50
540-6013	TRANSITION ADJUSTMENT			EA	1
540-6014	SHORT RADIUS			LF	10

**PROJECT: 2022 TOTAL MAINTENANCE PROJECT**  
**COUNTY: SMITH**

**PRICE PROPOSAL**

ITEM CODE	DESCRIPTION	UNIT PRICE ONLY		UNIT	APPROX QUANTITIES
		WRITTEN IN WORDS			
		DOLLARS	CENTS		
540-6016	DOWNSTREAM ANCHOR TERMINAL SECTION			EA	1
542-6001	REMOVING METAL BEAM GUARD FENCE			LF	25
542-6002	REMOVING TERMINAL ANCHOR SECTION			EA	1
544-6004	GDRAIL END TRT (INST) (WOOD POST) (TY I)			EA	1
545-6005	CRASH CUSH ATTEN (REMOVE)			EA	1
552-6001	WIRE FENCE (TY A)			LF	2000
556-6008	PIPE UNDERDRAINS (TY8) (6")			LF	200
618-6023	CONDT (PVC) (SCH 40) (2")			LF	200
620-6009	ELECT CONDT (No.6) BARE			LF	200
620-6010	ELECT CONDT (No.6) INSULATED			LF	400
636-6001	ALUMINUM SIGNS (TY A)			SF	50
636-6002	ALUMINUM SIGNS (TY G)			SF	5
636-6003	ALUMINUM SIGNS (TY O)			SF	5
636-6008	REPLACE EXISTING ALUMINUM SIGNS (TY G)			SF	25
636-6009	REPLACE EXISTING ALUMINUM SIGNS (TY O)			SF	25
644-6001	IN SM RD SN SUP&AM TY10BWG (1) SA (P)			EA	1
644-6004	IN SM RD SN SUP&AM TY10BWG (1) SA (T)			EA	1
644-6030	IN SM RD SN SUP&AM TYS80 (1) SA (T)			EA	1
644-6031	IN SM RD SN SUP&AM TYS80 (1) SA (T-2EXT)			EA	1
644-6033	IN SM RD SN SUP&AM TYS80 (1) SA (U)			EA	1
644-6037	IN SM RD SN SUP&AM TYS80 (1) SA (U-WC)			EA	1

**PROJECT: 2022 TOTAL MAINTENANCE PROJECT**  
**COUNTY: SMITH**

**PRICE PROPOSAL**

ITEM CODE	DESCRIPTION	UNIT PRICE ONLY		UNIT	APPROX QUANTITIES
		WRITTEN IN WORDS			
		DOLLARS	CENTS		
644-6056	IN SM RD SN SUP&AM TYTWT (1) US (P)			EA	1
644-6060	IN SM RD SN SUP&AM TYTWT (1) WS (P)			EA	1
644-6068	RELOCATE SM RD SN SUP&AM TY 10BWG			EA	5
644-6070	RELOCATE SM RD SN SUP&AM TY S80			EA	5
644-6071	RELOCATE SM RD SN SUP&AM TY TWT			EA	5
644-6076	REMOVE SM RD SN SUP&AM			EA	5
647-6001	INSTALL LRSS (STRUCT STEEL)			LS	10
647-6003	REMOVE LRSA			LS	10
658-6001	INSTL DEL ASSM (D-SW)SZ 1(FLX)GND			EA	35
658-6013	INSTL DEL ASSM (D-SW)SZ (BRF)CTB			EA	34
658-6015	INSTL DEL ASSM (D-SW)SZ (BRF)GF1			EA	38
658-6016	INSTL DEL ASSM (D-SW)SZ (BRF)GF1(BI)			EA	7
658-6018	INSTL DEL ASSM (D-SY)SZ 1(FLX)GND			EA	39
658-6026	INSTL DEL ASSM (D-SY)SZ (BRF)CTB			EA	62
658-6028	INSTL DEL ASSM (D-SY)SZ (BRF)GF1			EA	14
658-6036	INSTL DEL ASSM (D-DW)SZ 1(FLX)GND			EA	10
658-6042	INSTL DEL ASSM (D-DY)SZ 1(FLX)SRF(BI)			EA	200
658-6048	INSTL OM ASSM (OM-2Z)(FLX)GND			EA	75
658-6051	INSTL OM ASSM (OM-3L)(FLX)SRF			EA	32
658-6054	INSTL OM ASSM (OM-3R)(FLX)SRF			EA	16
658-6061	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2			EA	200

**PROJECT: 2022 TOTAL MAINTENANCE PROJECT**  
**COUNTY: SMITH**

**PRICE PROPOSAL**

ITEM CODE	DESCRIPTION	UNIT PRICE ONLY		UNIT	APPROX QUANTITIES
		WRITTEN IN WORDS			
		DOLLARS	CENTS		
658-6062	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2(BI)			EA	50
658-6064	INSTL DEL ASSM (D-SY) SZ 1 (BRF) GF2			EA	200
658-6068	INSTL DEL ASSM (D-DY) SZ 1 (BRF) GF2			EA	100
662-6001	WK ZN PAV MRK NON-REMOV (W) 4" (BRK)			LF	100
662-6012	WK ZN PAV MRK REMOV (W)8"(SLD)			LF	200
662-6032	WK ZN PAV MRK NON-REMOV (Y) 4" (BRK)			LF	100
662-6060	WK ZN PAV MRK REMOV (W) 4" (BRK)			LF	100
662-6093	WK ZN PAV MRK REMOV (Y) 4" (BRK)			LF	100
662-6111	WK ZN PAV MRK SHT TERM (TAB) TY Y-2			EA	200
666-6035	REFL PAV MRK TY I (W) 8" (SLD)(090MIL)			LF	200
666-6038	REFL PAV MRK TY I (W) 12"(LNDP)(090MIL)			LF	100
666-6040	REFL PAV MRK TY I (W) 12"(SLD)(090MIL)			LF	100
666-6047	REFL PAV MRK TY I (W) 24"(SLD)(090MIL)			LF	900
666-6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)			EA	1
666-6056	REFL PAV MRK TY I(W)(DBL ARROW)(090MIL)			EA	1
666-6077	REFL PAV MRK TY I(W)(WORD)(090MIL)			EA	1
666-6167	REF PAV MRK TY II (W) 4" (BRK)			LF	300
666-6170	REF PAV MRK TY II (W) 4" (SLD)			LF	1400
666-6171	REF PAV MRK TY II (W) 6" (BRK)			LF	1200
666-6178	REFL PAV MRK TY II (W) 8" (SLD)			LF	5000
666-6207	REF PAV MRK TY II (Y) 4" (SLD)			LF	1200

**PROJECT: 2022 TOTAL MAINTENANCE PROJECT**  
**COUNTY: SMITH**

**PRICE PROPOSAL**

ITEM CODE	DESCRIPTION	UNIT PRICE ONLY		UNIT	APPROX QUANTITIES
		WRITTEN IN WORDS			
		DOLLARS	CENTS		
666-6208	REF PAV MRK TY II (Y) 6" (BRK)			LF	1400
666-6211	REFL PAV MRK TY II (Y) 8" (SLD)			LF	5000
666-6224	PAVEMENT SEALER 4"			LF	100
666-6226	PAVEMENT SEALER 8"			LF	100
666-6228	PAVEMENT SEALER 12"			LF	100
666-6230	PAVEMENT SEALER 24"			LF	100
666-6231	PAVEMENT SEALER (ARROW)			EA	1
666-6232	PAVEMENT SEALER (WORD)			EA	1
666-6234	PAVEMENT SEALER (DBL ARROW)			EA	1
666-6243	PAVEMENT SEALER (YLD TRI)			EA	1
668-6074	PREFAB PAV MRK TY C (W) (12") (SLD)			LF	100
668-6076	PREFAB PAV MRK TY C (W) (24") (SLD)			LF	100
668-6077	PREFAB PAV MRK TY C (W) (ARROW)			EA	1
668-6078	PREFAB PAV MRK TY C (W) (DBL ARROW)			EA	1
668-6084	PREFAB PAV MRK TY C (W) (NUMBER)			EA	1
668-6085	PREFAB PAV MRK TY C (W) (WORD)			EA	1
668-6092	PREFAB PAV MRK TY C (W) (36")(YLD TRI)			EA	1
672-6006	REFL PAV MRKR TY I-A			EA	400
672-6007	REFL PAV MRKR TY I-C			EA	100
672-6008	REFL PAV MRKR TY I-R			EA	150
672-6009	REFL PAV MRKR TY II-A-A			EA	500

**PROJECT: 2022 TOTAL MAINTENANCE PROJECT**  
**COUNTY: SMITH**

**PRICE PROPOSAL**

ITEM CODE	DESCRIPTION	UNIT PRICE ONLY		UNIT	APPROX QUANTITIES
		WRITTEN IN WORDS			
		DOLLARS	CENTS		
672-6010	REFL PAV MRKR TY II-C-R			EA	1000
677-6001	ELIM EXT PAV MRK & MRKS (4")			LF	5000
677-6002	ELIM EXT PAV MRK & MRKS ( 6")			LF	1200
677-6003	ELIM EXT PAV MRK & MRKS ( 8")			LF	50
677-6007	ELIM EXT PAV MRK & MRKS (24")			LF	250
677-6008	ELIM EXT PAV MRK & MRKS (ARROW)			EA	1
677-6009	ELIM EXT PAV MRK & MRKS (DBL ARROW)			EA	1
677-6012	ELIM EXT PAV MRK & MRKS (WORD)			EA	1
677-6019	ELIM EXT PAV MRK & MRKS (36")(YLD TRI)			EA	1
678-6001	PAV SURF PREP FOR MRK ( 4")			LF	100
678-6002	PAV SURF PREP FOR MRK ( 6")			LF	100
678-6004	PAV SURF PREP FOR MRK ( 8")			LF	100
678-6006	PAV SURF PREP FOR MRK (12")			LF	100
678-6008	PAV SURF PREP FOR MRK (24")			LF	100
678-6009	PAV SURF PREP FOR MRK (ARROW)			EA	1
678-6010	PAV SURF PREP FOR MRK (DBL ARROW)			EA	1
678-6015	PAV SURF PREP FOR MRK (NUMBER)			EA	1
678-6016	PAV SURF PREP FOR MRK (WORD)			EA	1
678-6023	PAV SURF PREP FOR MRK (36") (YLD TRI)			EA	1
700-6001	POTHOLE REPAIR STANDARD			SY	50
712-6008	JT / CRCK SEAL (RUBBER - ASPHALT)			LMI	20

**PROJECT: 2022 TOTAL MAINTENANCE PROJECT**  
**COUNTY: SMITH**

**PRICE PROPOSAL**

ITEM CODE	DESCRIPTION	UNIT PRICE ONLY		UNIT	APPROX QUANTITIES
		WRITTEN IN WORDS			
		DOLLARS	CENTS		
730-6001	STRIP MOWING (40')			AC	690
730-6002	FULL-WIDTH MOWING			AC	8538
730-6003	SPOT MOWING			AC	60
731-6003	BASIL BARK HERBICIDE TRT (CUT STUMP)			EA	1000
731-6007	PAVEMENT EDGES, STRUCTURES & FIXTURES			MI	200
731-6011	BROADCAST APPLICATION			AC	300
734-6001	LITTER REMOVAL			AC	8538
735-6005	DEBRIS REMOVAL (ENTRANCE/EXIT RAMPS)			CYC	12
735-6007	DEBRIS REMOVAL (SPOT DEBRIS)			MI	12
735-6068	DEBRIS REMOVAL -CNTR MEDIANS / MAINLANES			CYC	24
738-6003	CLEANING / SWEEPING (OUTSIDE MAIN LANE)			CYC	12
738-6005	CLEANING/SWEEPING (FRNTG RDS)			CYC	12
738-6007	CLEANING/SWEEPING (ENTR/EXIT RAMP)			CYC	12
738-6010	CLEANING/SWEEPING (SPOT)			MI	20
740-6001	GRAFFITI REMOVAL (BLAST CLEANING)			SF	10
740-6002	GRAFFITI REMOVAL (PAINTING)			SF	84
751-6002	HERBICIDE APPLICATION			CYC	4
752-6003	TREE TRIMMING/ BRUSH REMOVAL			MI	5
752-6004	TREE TRIMMING / BRUSH REMOVAL (CHANNELS)			AC	20
752-6005	TREE REMOVAL (4"-12" DIA)			EA	1000
752-6006	TREE REMOVAL (12"-18" DIA)			EA	100

**PROJECT: 2022 TOTAL MAINTENANCE PROJECT**  
**COUNTY: SMITH**

**PRICE PROPOSAL**

ITEM CODE	DESCRIPTION	UNIT PRICE ONLY		UNIT	APPROX QUANTITIES
		WRITTEN IN WORDS			
		DOLLARS	CENTS		
752-6007	TREE REMOVAL (18"-24" DIA)			EA	5
752-6008	TREE REMOVAL (24"-30" DIA)			EA	5
752-6009	TREE REMOVAL (30"-36" DIA)			EA	2
752-6010	TREE REMOVAL (36"-42" DIA)			EA	2
752-6011	TREE REMOVAL (42"-48" DIA)			EA	1
752-6012	TREE REMOVAL (48"-60" DIA)			EA	1
752-6013	TREE REMOVAL (60"-72" DIA)			EA	1
760-6001	DITCH CLEANING AND RESHAPING (FOOT)			LF	4000
764-6006	STORM SEWER CLEANING (PIPE) (<12" DIA)			LF	100
770-6001	REPAIR RAIL ELEMENT (W-BEAM)			LF	280
770-6002	REPAIR RAIL ELEMENT (THRIE-BEAM)			LF	10
770-6003	REP RAIL ELMNT(THRIE-BM TRANS TO W-BM)			LF	10
770-6010	REM/REPL TIMBER/STL POST W/O CONC FND			EA	4
770-6011	REM/REPL TIMBER/STL POST W/ CONC FND			EA	2
770-6012	REM/REPL TIMBER POST W/O CONC FND			EA	25
770-6016	REPAIR STEEL POT WITH BASE PLATE			EA	1
770-6017	REALIGN POSTS			EA	25
770-6018	INSTALL BLOCKOUT			EA	2
770-6019	REMOVE & REPLACE BLOCKOUT			EA	2
770-6021	REPLACE SINGLE GDRAIL TERMINAL RAIL			LF	105
770-6022	REPLACE SINGLE GDRAIL TERMINAL POST			EA	7



**PROJECT: 2022 TOTAL MAINTENANCE PROJECT**  
**COUNTY: SMITH**

**PRICE PROPOSAL**

ITEM CODE	DESCRIPTION	UNIT PRICE ONLY		UNIT	APPROX QUANTITIES
		WRITTEN IN WORDS			
		DOLLARS	CENTS		
770-6024	REPLACE TERMINAL ANCHOR POSTS			EA	1
770-6027	REMOVE GDRAIL END TRT/ REPL WITH SGT			EA	2
770-6028	REPL SINGLE GDRAIL TERM IMPACT HEAD			EA	1
770-6029	REM & RESET SGT IMPACT HEAD			EA	1
770-6030	REPLACE SGT CABLE ASSEMBLY			EA	1
770-6031	REPLACE SGT CABLE ANCHOR			EA	1
770-6032	REPLACE SGT STRUT			EA	1
770-6033	REPLACE SGT OBJECT MARKER			EA	1
774-6006	REPAIR (TRACC)			EA	1
774-6015	REPAIR (NARROW QUAD)			EA	1
774-6028	REPAIR (QUAD)(N)(BAY)			EA	1
774-6038	REMOVE AND REPLACE (FASTRACC)			EA	1
774-6052	REPAIR (FASTRACC)			LF	10
774-6055	REPAIR (FASTRACC)(BAY)			EA	1
776-6001	REPAIR (STEEL POST W/ W-BEAM-T101)			LF	10
776-6004	REPAIR(STL POST W/DOUBLED W-BEAMS-T6)			LF	10
776-6032	REPAIR (STEEL POST W/CHANNEL IRON RAIL			LF	10
778-6001	CONCRETE RAIL REPAIR (IN KIND)			LF	10
778-6021	CONCRETE RAIL REPLACEMENT (TYPE 501)			LF	10
785-6011	BRDGE JOINT REPLACEMENT (SEJ)			LF	2
999-6001	CLEANING AND POWERWASHING BRIDGES			EA	10

**PROJECT: 2022 TOTAL MAINTENANCE PROJECT**  
**COUNTY: SMITH**

**PRICE PROPOSAL**

ITEM CODE	DESCRIPTION	UNIT PRICE ONLY		UNIT	APPROX QUANTITIES
		WRITTEN IN WORDS			
		DOLLARS	CENTS		
999-6002	OFF DUTY POLICE OFFICERS			HR	150
6000-6003	REPLACE ABOVE-GROUND CONDUIT			LF	2
6000-6016	INSTALL ELECTRICAL SPICE			EA	1
6000-6020	ROAD BORE			LF	11
6000-6023	REPLACE ROADWAY ILLUM ASSEMBLY (HPS)			EA	1
6000-6026	REPLACE ROADWAY ILLUM ASSEMBLY (LED)			EA	1
6000-6043	REPLACE LUMINAIRE POLE			EA	1
6000-6044	REPLACE LUMINAIRE ARMS			EA	1
6000-6046	MAINTAIN HIGH MAST ILLUMINATION			EA	1
6000-6052	REPLACE ELECTRICAL SERVICE			EA	1
6000-6053	REPLACE TIMBER SERVICE POLE			EA	1
6000-6056	INSTALL GROUND BOX			EA	1
6000-6061	REPLACE TRANSFORMER BASE			EA	1
6000-6062	REPLACE TRANSFORMER BASE COVER			EA	1
6000-6072	REPLACE LAMP (POLE MOUNT FIXTURE)			EA	6
6000-6073	REPLACE LAMP (UNDERPASS FIXTURE)			EA	1
6000-6074	REPLACE LAMP (WALL PACK FIXTURE)			EA	1
6000-6076	REPLACE WALL PACK LUMINAIRE			EA	1
6000-6082	REPLACE FUSE			EA	16
6000-6084	REPLACE BREAKAWAY FUSE HOLDER			EA	2
6000-6093	REPLACE HAND - OFF - AUTO SWITCH			EA	1

**PROJECT: 2022 TOTAL MAINTENANCE PROJECT**  
**COUNTY: SMITH**

**PRICE PROPOSAL**

ITEM CODE	DESCRIPTION	UNIT PRICE ONLY		UNIT	APPROX QUANTITIES
		WRITTEN IN WORDS			
		DOLLARS	CENTS		
6000-6094	REPLACE CONTACTOR			EA	1
6000-6097	REPLACE BREAKER PANEL			EA	1
6000-6099	REPLACE CIRCUIT BREAKER			EA	1
6000-6108	REPLACE LUMINAIRES			EA	3
6000-6109	REPLACE PHOTO CELL			EA	2
6185-6002	TRUCK MOUNTED ATTENUATOR STATIONARY			DAY	10
6185-6003	TRUCK MOUNTED ATTENUATOR MOBLE OPERATION			HR	200
7052-6067	EXIT OR ENTRANCE RAMP CLOSURE 9			HR	40
7052-6074	WORK AREA ON SHOULDER 16			HR	200

PROJECT: TOLL 49 2022 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 2022 TOTAL MAINTENANCE  
CONTRACT**, NOW, THEREFORE,

- a) If said Proposal shall be rejected, or in the alternate,
- b) 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 2022 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

### ToII 49 2022 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 2022 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 2022 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, Glenn Green 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 2022 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 2022 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: \_\_\_\_\_  
Glenn Green, 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 2022 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 2022 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 2022 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 2022 TOTAL MAINTENANCE CONTRACT**



**TOLL 49 2022 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:

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

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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 2022 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/>.