



2021 TOLL 49 SEAL COAT (OCST) PROJECT

INVITATION TO BID

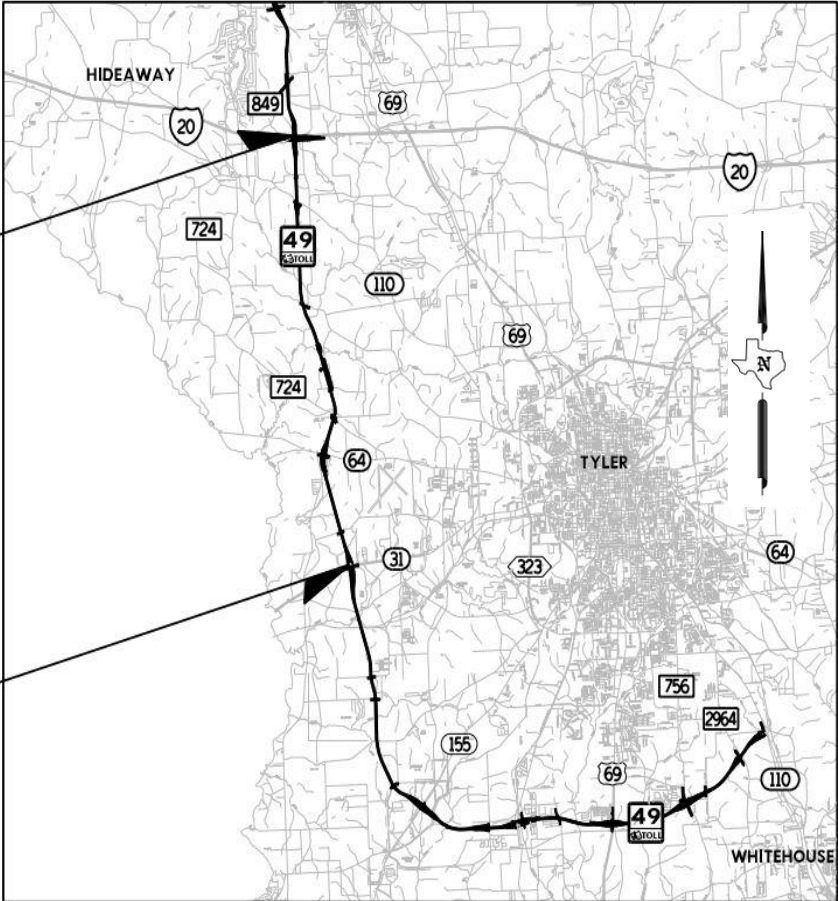
Invitation to Bid Issue Date	Thursday, September 17, 2020
Questions Due	Monday, September 28, 2020
Bids Due (Submittal Deadline)	Thursday, October 8, 2020
Bid Opening Date	Thursday, October 8, 2020
Selection Date	Friday, October 9, 2020
Selected Contractor Notification Date	Wednesday, October 14, 2020 after NETRMA Board Approval

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

2021 TOLL 49 SEAL COAT (OCST) PROJECT LOCATION

BEGIN PROJECT
TOLL 49
SEG 3B
STA 102+04.72

END PROJECT
TOLL 49
SEG 3B
STA 619+96.41



PROJECT LAYOUT
N. T. S.

EXCEPTIONS: NONE
EQUATIONS: NONE
RR CROSSINGS: NONE

NOTICE #1

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

BEFORE 3:00 P.M. (CST)

on the Bid Opening Date to:

**NORTH EAST TEXAS REGIONAL
MOBILITY AUTHORITY**

1001 ESE Loop 323, Suite 420

Tyler, Texas 75701

Attn: Glenn Green

NOTICE #2

2021 Toll 49 Seal Coat (OCST) Project

Drawings and Specifications for this project are available. To obtain a copy of the Bid Documents for this project, please contact Tammy.Sims@atkinsglobal.com.

BIDS OPEN: THURSDAY, OCTOBER 8, 2020

Bid packets are also available on the NET RMA Website at:

www.netrma.org

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

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

NOTICE #3

Last day to submit all questions is

Monday, September 28, 2020

at 3:00 P.M.

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

Everett.Owen@netrma.org

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 bid this project.

All questions regarding the prequalification process please visit:

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

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TO BE FILLED OUT BY BIDDER AND RETURNED
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CONTRACT COMPONENTS CHECKLIST

FOR A NON-RESPONSIVE BID

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

- B. The bid is submitted by an unqualified Bidder.
- C. The person (or in the case of a joint venture – persons) does not sign the bid.
- D. The bid is in a form other than the official bid documents issued to the Bidder.
- E. The bid was received after the time deadline or at some location other than that specified in the notice or as may have been extended.
- F. The bid guaranty does not comply with Section 5.18 of the North East Texas Regional Mobility Authority Policies and Procedures Governing the Procurement of Goods and Services (“NET RMA Procurement Policies”).
<https://www.netrma.org/assets/NET-RMA-Procurement-Policies-9.13.16.pdf>
- G. The bidder was not authorized to submit a bid under the NET RMA Procurement Policies.
- H. More than one bid involves a bidder under the same or different names (A Bidder may submit a bid and participate as a material supplier, subcontractor, or both to any or all Bidders contemplating submitting a bid for this work).
- I. The bid’s bid bond does not comply with the requirements contained in the invitation to bid.
- J. The bid submitted has the incorrect number of items.
- K. A computer printout, when used, is not signed in the name of the Bidder (or joint Bidders, 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 bid.
- L. The Bidder fails to acknowledge or improperly acknowledges receipt of all addenda issued.
- M. The Bidder modifies the bid in a manner that alters the conditions or requirements for work as stated in the bid form.
- N. The bid 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 bid to be deemed not responsive and bid will not be considered in determining the lowest responsible bidder.

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



2021 Toll 49 Seal Coat (OCST) Project

INVITATION TO BID

Sealed bids 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 3:00 p.m. THURSDAY, OCTOBER 8, 2020**, publicly opened and read in the office of the NET RMA, unless posted otherwise, for furnishing the NET RMA with the **2021 Toll 49 Seal Coat (OCST) Project**.

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

Each bid must be submitted on the prescribed form and all blank spaces for bid prices must be filled in, with ink or typewritten. FAILURE TO FILL IN ALL BLANK SPACES SHALL CAUSE THE BID TO BE DEEMED NOT RESPONSIVE AND THE BID WILL NOT BE CONSIDERED IN DETERMINING THE RESPONSIBLE BIDDER WITH THE LOWEST RESPONSIVE BID. 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 bid form contained herein are approximate. All bid 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 bid form is an aid to be used in identifying the lowest responsive bid.

Cone of Silence Period: Please note requirements of “Cone of Silence” Period found in the Section on “Information for Bidders”, item number 24. The Cone of Silence Period prohibits any communication except as provided in item number 24. The Cone of Silence Period begins on the day the bid is advertised and terminates on the day that the bids are opened.

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 Bidders pre-certified by TxDOT may submit bids on this project.

Instructions to bidders: Free bid packets (Bid Documents, Specifications and all required forms) are available electronically from Tammy Sims, NET RMA General Engineering Consultant, Tammy.Sims@atkinsglobal.com or via the NET RMA website at www.netrma.org.

Bid Security: Each bid must be accompanied by a bid bond naming the NET RMA as obligee and duly executed by the Bidder 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 bidder(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 **THURSDAY, SEPTEMBER 17, 2020** and posted at www.netrma.org on **THURSDAY, SEPTEMBER 17, 2020**.



2021 Toll 49 Seal Coat (OCST) Project

SCOPE OF WORK

This work consists of a one course surface treatment (seal coat), pavement markings, and reflective pavement markings. There are 45 Working Days allocated to this project.

The description of this scope of work, as shown above, is only a general overview of this project. Contractor shall refer to the Contract Plans and Specifications for further information.

END SCOPE OF WORK

2021 Toll 49 Seal Coat (OCST) Project

INFORMATION FOR BIDDERS

2. RECEIPT AND OPENING OF BIDS

The NORTH EAST TEXAS REGIONAL MOBILITY AUTHORITY (“NET RMA”), invites bids on the attached form hereto, all blanks of which must be appropriately filled in. Bids will be received by the NET RMA at the office of the NET RMA, as specified in the “Invitation to Bid”, and then publicly opened and read aloud at **the NET RMA Offices**, unless otherwise posted. The envelopes containing the bids must be sealed and addressed to: Mr. Everett Owen, NET RMA, 1001 ESE Loop 323, Suite 420, Tyler TX 75701 or delivered to the NET RMA at such address.

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

3. PREPARATION OF BID

Each bid 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 BID TO BE DEEMED NOT RESPONSIVE AND THE BID WILL NOT BE CONSIDERED IN DETERMINING THE LOWEST RESPONSIVE BID FROM A RESPONSIBLE BIDDER. LINE ITEM ENTRIES SHALL PREVAIL OVER SUM TOTAL ENTRIES. WHEN DISCREPANCIES EXIST BETWEEN UNIT PRICES AND CORRESPONDING EXTENDED PRICES, UNIT PRICES SHALL PREVAIL.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Paragraph 1.

Only ONE (1) COPY of the Bidder’s bid is required to be submitted.

* N O T I C E *

STATE SALES TAX

The NET RMA is a “tax exempt” agency. However, the successful Bidder 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 Bidder 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 bid submitted to the NET RMA. For further information, the Bidder may wish to contact the office of the Texas Comptroller of Public Accounts at 1-800- 252-5555.

4. SIGNATURE FORMALITIES

THE FULL COMPANY NAME OF THE BIDDER SHOULD BE NOTED ON EVERY PAGE OF THE BID AND SHALL BE SIGNED WITH THE BIDDER’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 bid.

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

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

5. SUBCONTRACTS

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

6. METHOD OF AWARD-LOWEST RESPONSIBLE AND RESPONSIVE BIDDER

A contract will be awarded to the responsible bidder with the lowest responsive bid. **Conditional bids will not be accepted.**

7. TIME OF AWARD

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

8. BID SECURITY

Each bid 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 Bidder 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 Bidders within five (5) consecutive calendar days after the opening of the bids, and the remaining bid bonds will be returned promptly after the NET RMA and the accepted Bidder have executed the Contract, or, if no award has been made, within ninety (90) consecutive calendar days after the date of the opening of bids, upon demand of the Bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.

9. FORFEITURE OF SECURITY DEPOSIT FOR FAILURE TO ENTER INTO CONTRACT

The successful Bidder, 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 bid, shall forfeit to the NET RMA the security deposited with its bid.

10. BONDING REQUIREMENTS

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

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

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

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

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

11. TIME OF COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

Bidder 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 Six Hundred and Eighty-Five Dollars (\$685.00) per calendar day may be assessed for the Contractor's failure to commence or complete work on time. NET RMA may, in its sole discretion, offset liquidated damages owed by the Contractor against amounts owed for work performed.

12. CONDITIONS OF WORK

Each Bidder 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

Bidder of its obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the contractor, in carrying out its work, must employ such methods or means as will not cause any interruption of, or interference with, the work of any other contractor.

13. OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder 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 Bidder to examine any form, instrument, bid document, or contract document shall in no way relieve any Bidder from any obligation in respect of its bid.

The undersigned Bidder represents to NET RMA and to the other Bidders that its bid, 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 bid.

14. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of drawings, specifications, or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Mr. Everett Owen, NET RMA Project Director, and Mr. Mark McClanahan, NET RMA Director of Maintenance. To be given consideration, the request for interpretation must be received at least seven (7) calendar days prior to the dated fixed for the opening of bids. 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 Bidders at the respective addresses furnished for such purposes. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents and must be acknowledged on the bid form.

15. POWER OF ATTORNEY

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

16. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENT

There is no DBE requirement for this contract. However, NET RMA does encourage use of minority, disadvantaged and small businesses as stated in its Business Utilization Program and Policy. The Contractor will be: (a) encouraged to use DBE's in subcontracting and material supply activities; and (b) prohibited from discriminating against DBE's.

17. LAWS AND REGULATIONS APPLICABLE

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

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

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

18. PREVAILING WAGE RATES AND WAGE RATE PENALTY

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

19. ON-THE-JOB TRAINING

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

20. INSURANCE AND WORKER'S COMPENSATION INSURANCE

THE SUCCESSFUL BIDDER 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 Bidder's attention is directed to these insurance and workers' compensation requirements. It will be presumed that each Bidder has read these requirements and that any cost associated with these requirements has been incorporated into the bid submitted to the NET RMA and the successful Bidder will have no claim for compensation against the NET RMA.

21. BIDDER ACKNOWLEDGEMENT AND AGREEMENT OF CONTRACT

All Bidders, by submitting a bid hereunder, acknowledge, understand and agree to the following: All terms, covenants, conditions and any other provisions of the bid documents shall become a part of the contract documents for the **2021 Toll 49 Seal Coat (OCST) Project Contract** for all purposes. The Bidder formally awarded this contract, shall execute the contract, and shall be bound to all provisions of this contract in the performance of the contract obligations.

22. TRAFFIC CONTROL PLANS

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

23. PROJECT PROGRESS & PAYMENT SCHEDULE

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

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

Each bidder 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 bidder was organized. If the bidder uses a trade name other than the name under which the company was organized, bidder must also submit a copy of the Assumed Name or DBA Certificate. Further, each bidder must complete and submit an affidavit stating what names the company uses and has used in the past and attest that all such names describe the company currently submitting a bid.

25. CONE OF SILENCE / ANTI LOBBYING PERIOD

The NET RMA Cone of Silence / Anti Lobbying Period is to ensure a fair and competitive bidding environment by preventing communication between the NET RMA officials, employees, or representatives and parties involved in the bidding 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 Invitation to Bid 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, bidders, lobbyists or consultants of bidders, service providers or potential vendors and any the following:

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

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

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

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

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

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

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

26. INDEMNIFICATION

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

THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE NET

RMA FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF NET RMA OR ITS EMPLOYEES.

NET RMA – 2021 Toll 49 Seal Coat (OCST) Project

BID

The undersigned, having familiarized themselves with the local conditions affecting the cost of work and with the bid documents and contract documents including but not limited to the Invitation to Bid, Information for Bidders, Bid, 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 **2021 Toll 49 Seal Coat (OCST) Project** 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 bid 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 BID TO BE DEEMED NOT RESPONSIVE AND THE BID WILL NOT BE CONSIDERED IN DETERMINING THE LOWEST RESPONSIBLE BIDDER. 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 bids 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 work.

Note: For this solicitation, the lowest responsive bid will be determined by the **SUM TOTAL** of the Base Bid.

COMPANY NAME: _____

NOTICE TO THE BIDDER

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

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

\$ _____
**Total 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 BID PRICES SUBMITTED BY COMPUTER PRINTOUT

1

EXAMPLE	EXAMPLE	EXAMPLE	EXAMPLE
<h2 style="margin:0;">EXAMPLES</h2> <div style="border: 1px solid black; border-radius: 15px; padding: 5px; display: inline-block; margin: 10px auto; width: 80%;"> BID PRICES SUBMITTED BY HAND WRITTEN FORMAT </div>			
ALT	ITEM-CODE	UNIT BID PRICE ONLY WRITTEN IN WORDS	UNIT APPROX QUANTITIES DEPT USE ONLY
ITEM NO	DESC NO	S.P. NO	
190	026	RED OAK 1 1/2 - 1 3/4 GAL BB	EA 9.000 1
			L E
<u>Unit price for each plant in place</u>			
249	014	FLEX BASE(DEL)DENSCOT(TY A GR4 CL2)	TON \$6,787.00 14
			L E
<u>Unit price for each ton of Flexible Base</u>			
430	001	001 CL A CONC FOR EXT STR (CULV)	CY 45.000 27
			L E
<u>Unit price for each cubic yard of Concrete</u>			
610	007	001 RDWY ILL ASSEM(TY ST 50T-8-8)(4 KW)S	EA 13.000 7
			L E
<u>Unit price of each Roadway Illumination Assembly</u>			
EXAMPLE	EXAMPLE	EXAMPLE	EXAMPLE

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	RMA USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	316	6017		ASPH (AC-20-5TR) and DOLLARS CENTS	GAL	79,890.000	1
	316	6142		AGGR (TY-PD GR-4 SAC-A) and DOLLARS CENTS	CY	2,053.000	2
	500	6001		MOBILIZATION and DOLLARS CENTS	LS	1.000	3
	502	6001		BARRICADES, SIGNS, AND TRAFFIC HANDLING and DOLLARS CENTS	MO	2.000	4
	658	6060		REMOVE DELIN & OBJECT MARKER ASSMS and DOLLARS CENTS	EA	274.000	5
	658			INSTL DEL ASSM (D-DY) SZ 2(FLX) (SRF) (BI) and DOLLARS CENTS	EA	274.000	6
	662	6109		WK ZN PAV MRK SHT TERM (TAB) TY W and DOLLARS CENTS	EA	3,946.000	7
	662	6111		WK ZN PAV MRK SHT TERM (TAB) TY Y-2 and DOLLARS CENTS	EA	5,856.000	8
	666	6006		REFL PAV MRK TY I (W) 4" (DOT) (100 MIL) and DOLLARS CENTS	LF	1,091.000	9
	666	6036		REFL PAV MRK TY I (W) 8" (SLD) (100 MIL) and DOLLARS CENTS	LF	5,930.000	10
	666	6039		REFL PAV MRK TY I (W) 12" (LNDP) (100 MIL) and DOLLARS CENTS	LF	582.000	11
	666	6042		REFL PAV MRK TY I (W) 12" (SLD) (100 MIL) and DOLLARS CENTS	LF	2,561.000	12

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	RMA USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	666	6048		REFL PAV MRK TY I (W) 24" (SLD) (100 MIL) DOLLARS CENTS and	LF	137.000	13
	666	6054		REFL PAV MRK TY I (W)(ARROW) (100 MIL) DOLLARS CENTS and	EA	2.000	14
	666	6057		REFL PAV MRK TY I (W) (DBL ARROW) (100 MIL) DOLLARS CENTS and	EA	1.000	15
	666	6072		REFL PAV MRK TY I (W) (LNDP ARW) (100 MIL) DOLLARS CENTS and	EA	6.000	16
	666	6078		REFL PAV MRK TY I (WORD) (100 MIL) DOLLARS CENTS and	EA	2.000	17
	666	6167		REFL PAV MKR TY II (W) 4" (BRK) DOLLARS CENTS and	LF	5,621.000	18
	666	6168		REFL PAV MKR TY II (W) 4" (DOT) DOLLARS CENTS and	LF	1,091.000	19
	666	6170		REFL PAV MKR TY II (W) 4" (SLD) DOLLARS CENTS and	LF	124,868.000	20
	666	6178		REFL PAV MKR TY II (W) 8" (SLD) DOLLARS CENTS and	LF	5,930.000	21
	666	6179		REFL PAV MKR TY II (W) 12" (LNDP) DOLLARS CENTS and	LF	582.000	22
	666	6180		REFL PAV MKR TY II (W) 12" (SLD) DOLLARS CENTS and	LF	1,890.000	23
	666	6182		REFL PAV MRK TY II (W) 24" (SLD) DOLLARS CENTS and	LF	137.000	24
	666	6184		REFL PAV MRK TY II (W) (ARROW) DOLLARS CENTS and	EA	2.000	25

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	RMA USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	666	6185		REFL PAV MRK TY II (W) (DBL ARROW) DOLLARS and CENTS	EA	1.000	26
	666	6190		REFL PAV MRK TY II (W) (LNDP ARW) DOLLARS and CENTS	EA	6.000	27
	666	6192		REFL PAV MRK TY II (W) (WORD) DOLLARS and CENTS	EA	2.000	28
	666	6207		REFL PAV MRK TY II (Y) 4" (SLD) DOLLARS and CENTS	LF	124,466.000	29
	666	6300		RE PM W/RET REQ TY I (W) 4" (BRK) (100 MIL) DOLLARS and CENTS	LF	5,621.000	30
	666	6303		RE PM W/RET REQ TY I (W) 4" (SLD) (100 MIL) DOLLARS and CENTS	LF	124,868.000	31
	666	6315		RE PM W/RET REQ TY I (Y) 4" (SLD) (100 MIL) DOLLARS and CENTS	LF	124,466.000	32
	672	6007		REFL PAV MRKR TY I-C DOLLARS and CENTS	EA	729.000	33
	672	6009		REFL PAV MRKR TY II-A-A DOLLARS and CENTS	EA	5,278.000	34
	672	6010		REFL PAV MRKR TY II-C-R DOLLARS and CENTS	EA	65.000	35
	677	6001		ELIM EXT PAVE MRK & MRKS (4") DOLLARS and CENTS	LF	18,896.000	36
	678	6001		PAV SURF PREP FOR MRK (4") DOLLARS and CENTS	LF	18,896.000	37

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	RMA USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	3028	6002		FRICTIONAL ASPHALTIC SURFACE PRESERVATION TREATMENT DOLLARS and CENTS	SY	106,653.000	38
	6001	6001		PORTABLE CHANGEABLE MESSAGE SIGN DOLLARS and CENTS	DAY	132.000	39
	6185	6001		TMA (STATIONARY) DOLLARS and CENTS	EA	3.000	40
	6185	6005		TMA (MOBLE OPERATION) DOLLARS and CENTS	DAY	20.000	41

PROJECT: 2021 TOLL 49 SEAL COAT(OCST) PROJECT
COUNTY: S M I T H

BID EXECUTION PAGE

Enclosed with this bid is a bid bond for five percent (5%) of the TOTAL base bid price, which is agreed shall be collected and retained by the NET RMA in the event this bid 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 bid is accepted; otherwise, the said bid security shall be returned to the undersigned upon demand.

THE UNDERSIGNED BIDDER REPRESENTS TO THE NET RMA AND TO THE OTHER BIDDERS THAT ITS 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.

BIDDER'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 BIDDER BE A CORPORATION, THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED:

I, _____, certify that I am the Secretary of the corporation named as Bidder hereinabove; that the person who signed the bid contract on behalf of the Bidder, was then an authorized representative of said corporation; that said 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 bid, attached hereto and hereby made a part hereof, to
enter into a contract in writing for the **2021 TOLL 49 Seal Coat (OCST) Project**, NOW,
THEREFORE,

- b) If said bid shall be rejected, or in the alternate,
- c) If said bid 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 Bid, 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 bid, 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

2021 Toll 49 Seal Coat (OCST) Project

BIDDER: _____

The Bidder shall indicate below the name of each subcontractor and/or supplier the bidder will use in the performance of the contract. The Bidder 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 Bidder 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
		TOTAL:		
			(Dollars)	(% of Contract)

STATEMENT OF INCORPORATED MATERIALS

2021 Toll 49 Seal Coat (OCST) Project

BIDDER: _____

The Successful Bidder 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 Bidder 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 Bidder to ascertain the amount of state sales tax to be paid and to include this amount in its bid submitted to the Owner.

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

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 bid request for 2021 Toll 49 Seal Coat (OCST) 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 bidder understands that by providing false information on this Affidavit, it may be considered a non-responsible bidder 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 bidder/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 bid documents and the construction contract documents, wherein the surety commits to issue the performance and all other bonds required by these bid documents and the general conditions of the contract documents. Said commitment document shall specify the bidder/offeror and the project that is the subject of these bid documents by name and shall commit to issuing such bonds in the full amount of the contract amount in the event the bidder/offeror is awarded the contract under the terms of these bid documents.

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

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

FORM OF CONTRACT

2021 Toll 49 Seal Coat (OCST) Project

THIS AGREEMENT, made this ___ day of _____, 2018 (the "Effective Date") by and between NET RMA, hereinafter called "Owner", acting herein through its Interim Executive Director, Everett Owen 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 work for the Owner's 2021 Toll 49 Seal Coat (OCST) 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 Bid, the general notes, the drawings and other printed or written explanatory matter thereof, the specifications and all other bid 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 Six Hundred and Eighty-Five Dollars and No Cents per day (\$685.00 / day) may be assessed. The unit price quantities of this contract are estimated.

Base Bid \$ _____

IN WITNESS, WHEREOF, the parties to these presents have executed this 2021 Toll 49 Seal Coat (OCST) Project 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: _____
Everett Owen, Interim 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 bid 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 2021 Toll 49 Seal Coat (OCST) Project Contract with the Obligee, dated the ___ day of _____, 20 ___ to provide specified work, 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 construction 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 **2021 Toll 49 Seal Coat (OCST) Project Contract** with the Obligee, dated the ___ day of _____, 20 ___ to provide specified work, 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 construction 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 **2021 Toll 49 Seal Coat (OCST) Project** 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
2021 Toll 49 Seal Coat (OCST) Project Contract



2021 Toll 49 Seal Coat (OCST) Project 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".

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 construction 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 bid on the proposed 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.

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BID 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/>.