



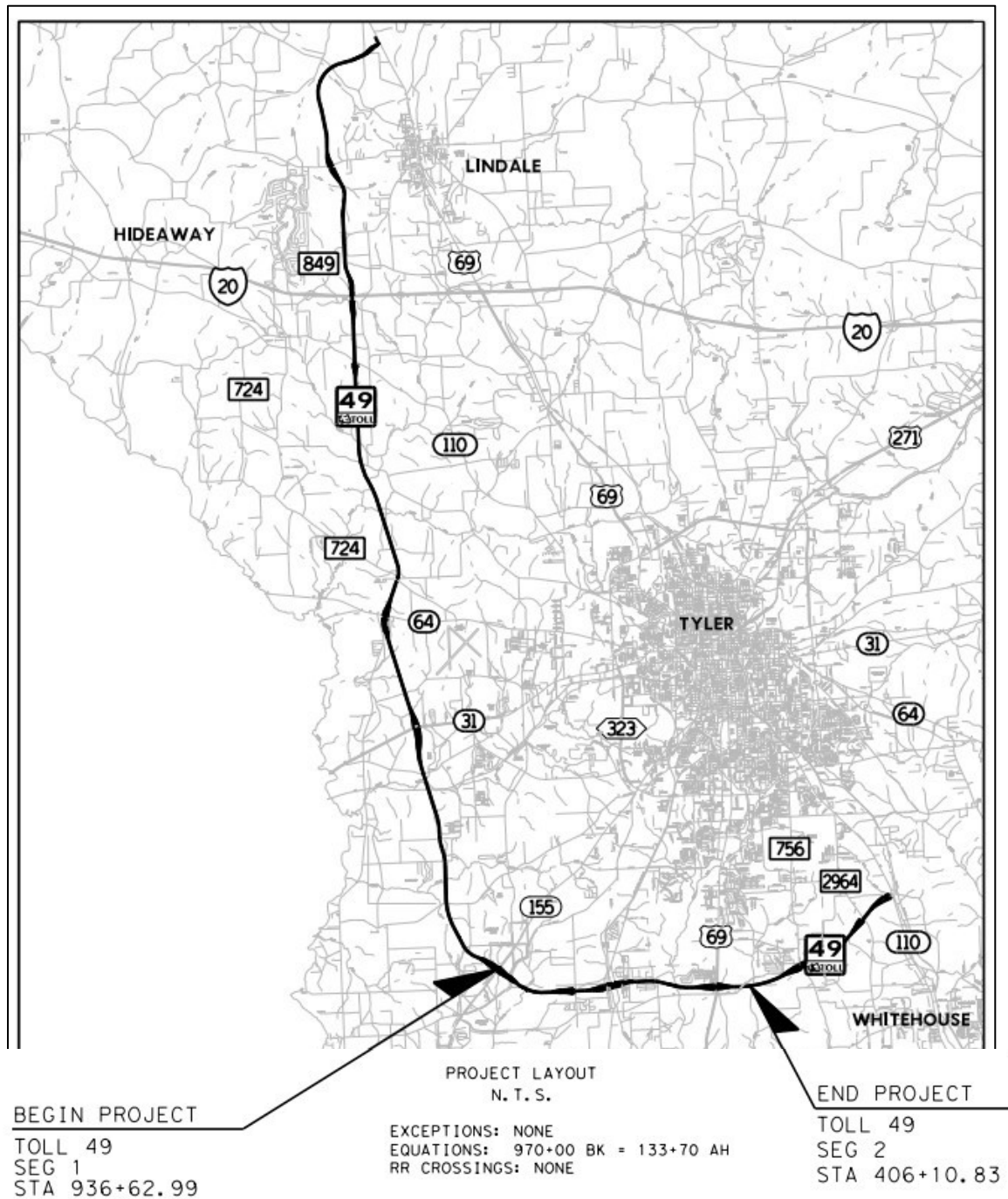
TOLL 49 SEGMENT 1 OVERLAY

RFP – REQUEST FOR PROPOSAL

RFP Issue Date	January 4, 2022
Questions Due	January 18, 2022
RFP Due (Submittal Deadline)	January 28, 2022
Evaluation Committee Review	Week of January 31, 2022
Potential Interviews	Week of January 31, 2022
Estimated Selection Date	February 8, 2022

**North East Texas Regional Mobility Authority
1011 Pruitt Place
Tyler, Texas 75703**

TOLL 49 SEGMENT 1 OVERLAY



NOTICE #1

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

BEFORE 4:00 P.M. (CST)

on 1-28-2022 to:

**NORTH EAST TEXAS REGIONAL
MOBILITY AUTHORITY**

1011 Pruitt Place

Tyler, Texas 75703

Attn: Glenn Green

NOTICE #2

Toll 49 SEGMENT 1 OVERLAY

To obtain a copy of the Proposal Documents for this project, please contact
Tammy.Sims@atkinsglobal.com.

Proposals Due: 1-28-2022

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

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

1-18-2022

at 3:00 P.M.

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

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.

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

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

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



Toll 49 Segment 1 Overlay

REQUEST FOR PROPOSAL (RFP)

Invitation to Propose

Sealed Proposals will be received by the North East Texas Regional Mobility Authority (NET RMA), 1011 Pruitt Place; Tyler, Texas 75703 or HAND DELIVERED to the Office of the NET RMA **before 4:00 p.m. January 28, 2022**, for furnishing the NET RMA with the **Toll 49 SEGMENT 1 OVERLAY**.

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

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

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

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

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

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

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

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
1011 Pruitt Place
Tyler, Texas 75703

Advertised for 2 weeks in the Tyler Morning Telegraph and the Longview News Journal beginning January 4, 2022 and posted at www.netrma.org on January 4, 2022.



Toll 49 SEGMENT 1 OVERLAY

SCOPE OF WORK

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

For the maintenance of an existing facility consisting of asphalt overlay, pavement markings and guard fence replacement.

END SCOPE OF WORK

Toll 49 SEGMENT 1 OVERLAY

INFORMATION FOR PROPOSERS

2. RECEIPT OF PROPOSALS

The North East Texas Regional Mobility Authority (NET RMA) invites any interested party to submit a response (Proposal) to this request for proposals (RFP) for a Toll 49 Segment 1 Overlay contract. The Successful Proposer will be selected using a Best Value Selection Process.

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

3. PREPARATION OF PROPOSAL

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

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

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

Toll 49 Segment 1 Overlay

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 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

Structure of Chapters	Points
I. Project Management Plan	25
II. Previous Asphaltic Overlay Experience	50
III. Safety Plan	25

I. Project Management Plan

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

1. An organizational chart shall be provided to define the lines of communications and the responsibilities of the project administration, key personnel, names, contact details, titles, and job roles.
2. The Proposer will be expected to provide competent field staff and qualified supervisory personnel who will manage the Work on a day-to-day basis.
3. Provide a description and location of the Proposer's facilities that will be utilized for this contract.
4. Identify any subcontractor proposed to assist the Proposer in 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.
5. Prepare a preliminary project schedule in sufficient detail to convey the anticipated work plan for the project.

II. Previous Asphaltic Overlay Experience

Describe the Proposers previous experience in asphaltic overlay work. Specify types asphaltic overlay performed and include innovations used.

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

III. Safety and Health Plan

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

Price Proposal Requirements

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

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

TWO (2) HARD COPIES and ONE (1) ELECTRONIC COPY on a flash drive of the Technical Proposal and ONE (1) HARD COPY of the Price Proposal is required to be submitted.

INTERVIEWS:

After the Technical Proposals are evaluated, all qualified Proposers for the project may, at the discretion of the NET RMA, 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, if required, 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%. (If the NET RMA elects to not conduct interviews, then the Technical Proposal will count as 100% of the Final Technical Proposal Score.) 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

If the NETRMA elects not to conduct interviews, the Technical Proposal will be 100% of the FTS. 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.

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

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.

4. SIGNATURE FORMALITIES

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

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

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

5. SUBCONTRACTS

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

6. METHOD OF AWARD-BEST VALUE RESPONSIBLE AND RESPONSIVE PROPOSER

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

7. TIME OF AWARD

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

8. PROPOSAL SECURITY

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

9. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful Proposer, upon its failure or refusal to execute and deliver the Contract, insurance certificates and bonds required herein within fourteen (14) consecutive calendar days after it has received notice of the acceptance of its Proposal, shall forfeit to the NET RMA, as liquidated damages for such failure or refusal, the security deposited with its Proposal.

10. BONDING REQUIREMENTS

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

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

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

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

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

11. TIME OF COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

Proposer agrees to commence work on a date to be specified in a written "Work Order" issued by the NET RMA. The Contract Time shall begin on the date to commence work specified in the Work Order and shall run for the contract time as specified in the Work Order. Liquidated damages in the amount of Nine Hundred Seventy Dollars (\$970.00) per calendar day may be assessed for the Contractor's failure to commence or complete work on time. NET RMA may, in its sole discretion, offset liquidated damages owed by the Contractor against amounts owed for work performed.

12. CONDITIONS OF WORK

Each Proposer must inform itself fully of the conditions relating to the project and the employment of labor related thereto. Failure to do so will not relieve a

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

13. OBLIGATION OF PROPOSER

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

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

14. ADDENDA AND INTERPRETATIONS

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

15. POWER OF ATTORNEY

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

16. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENT

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

17. LAWS AND REGULATIONS APPLICABLE

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

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

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

18. PREVAILING WAGE RATES AND WAGE RATE PENALTY

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

19. ON-THE-JOB TRAINING

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

20. INSURANCE AND WORKER'S COMPENSATION INSURANCE

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

21. PROPOSER ACKNOWLEDGEMENT AND AGREEMENT OF CONTRACT

All Proposers, by submitting a proposal hereunder, acknowledge, understand and agree to the following: All terms, covenants, conditions and any other provisions of the proposal documents shall become a part of the contract documents for the Toll 49 SEGMENT 1 OVERLAY CONTRACT for all purposes. The Proposer formally awarded this contract, shall execute the contract, and shall be bound to all provisions of this contract in the performance of the contract repairs.

22. TRAFFIC CONTROL PLANS

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

23. PROJECT PROGRESS & PAYMENT SCHEDULE

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

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

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

25. CONE OF SILENCE / ANTI LOBBYING PERIOD

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

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

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

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

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

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

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

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

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

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

26. INDEMNIFICATION

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

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

NET RMA - Toll 49 SEGMENT 1 OVERLAY 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 SEGMENT 1 OVERLAY 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: 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: TOLL 49 SEGMENT 1 OVERLAY			PRICE PROPOSAL		
COUNTY: SMITH					
(Including Ramps, exclude ramps at CR 178)					
From: SH 155					
To: 0.77 Miles East of US 69 (Shackleford Creek Bridge)					
ITEM NO.	DESC CODE	DESCRIPTION	UNIT PRICE ONLY		UNITS
			WRITTEN IN WORDS		QUANTITY
			DOLLARS	CENTS	
134	6002	BACKFILL (TY B)			STA 438.8
164	6054	BOND FBR MTRX SEED (PERM)(RURAL)(SAND)			SY 28,485.0
168	6001	VEGETATIVE WATERING			MG 370.0
354	6022	PLANE ASPH CONC PAV(0" TO 3")			SY 37,513
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING			MO 2
533	6003	RUMBLE STRIPS (SHOULDER) ASPHALT			LF 52,745
533	6004	RUMBLE STRIPS (CENTERLINE) ASPHALT			LF 26,483
540	6001	MTL W-BEAM GD FEN (TIM POST)			LF 3,925
540	6005	TERMINAL ANCHOR SECTION			EA 4
540	6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)			EA 20
542	6001	REMOVE METAL BEAM GUARD FENCE			LF 3,925
542	6002	REMOVE TERMINAL ANCHOR SECTION			EA 4
542	6004	RM MTL BM GD FENCE TRANS (THRIE-BEAM)			EA 20
544	6001	GUARDRAIL END TREATMENT (INSTALL)			EA 28
544	6003	GUARDRAIL END TREATMENT (REMOVE)			EA 28
658	6062	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2(BI)			EA 113
662	6112	WK ZN PAV MRK SHT TERM RMV (W)(4")			LF 2,389
662	6113	WK ZN PAV MRK SHT TERM RMV (Y)(4")			LF 13,586
666	6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)			LF 115
666	6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)			LF 7,707
666	6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)			LF 489
666	6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)			LF 302
666	6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)			EA 10
666	6057	REFL PAV MRK TY I(W)(DBL ARROW)(100MIL)			EA 3
666	6078	REFL PAV MRK TY I (W)(WORD)(100MIL)			EA 10
666	6102	REF PAV MRK TY I(W)36"(YLD TRI)(100MIL)			EA 21
666	6170	REFL PAV MRK TY II (W) 4" (SLD)			LF 12,820
666	6171	REFL PAV MRK TY II (W) 6" (BRK)			LF 738
666	6178	REFL PAV MRK TY II (W) 8" (SLD)			LF 1,543
666	6182	REFL PAV MRK TY II (W) 24" (SLD)			LF 178
666	6184	REFL PAV MRK TY II (W) (ARROW)			EA 10
666	6185	REFL PAV MRK TY II (W) (DBL ARROW)			EA 3
666	6192	REFL PAV MRK TY II (W) (WORD)			EA 10
666	6199	REFL PAV MRK TY II (W) 36" (YLD TRI)			EA 21
666	6207	REFL PAV MRK TY II (Y) 4" (SLD)			LF 3,283
666	6210	REFL PAV MRK TY II (Y) 6" (SLD)			LF 8,701
666	6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)			LF 83,883
666	6306	RE PM W/RET REQ TY I (W)6"(BRK)(100MIL)			LF 5,350
666	6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)			LF 23,262
666	6321	RE PM W/RET REQ TY I (Y)6"(SLD)(100MIL)			LF 60,381
672	6007	REFL PAV MRKR TY I-C			EA 617
672	6009	REFL PAV MRKR TY II-A-A			EA 3,014
672	6010	REFL PAV MRKR TY II-C-R			EA 114
677	6001	ELIM EXT PAV MRK & MRKS (4")			LF 16,103
677	6003	ELIM EXT PAV MRK & MRKS (8")			LF 1,543
677	6007	ELIM EXT PAV MRK & MRKS (24")			LF 178
677	6008	ELIM EXT PAV MRK & MRKS (ARROW)			EA 10
677	6009	ELIM EXT PAV MRK & MRKS (DBL ARROW)			EA 3
677	6012	ELIM EXT PAV MRK & MRKS (WORD)			EA 10
677	6019	ELIM EXT PAV MRK & MRKS (36")(YLD TRI)			EA 21
678	6001	PAV SURF PREP FOR MRK (4")			LF 16,103
678	6002	PAV SURF PREP FOR MRK (6")			LF 9,439
678	6004	PAV SURF PREP FOR MRK (8")			LF 1,543
678	6008	PAV SURF PREP FOR MRK (24")			LF 178
678	6009	PAV SURF PREP FOR MRK (ARROW)			EA 10
678	6010	PAV SURF PREP FOR MRK (DBL ARROW)			EA 3
678	6016	PAV SURF PREP FOR MRK (WORD)			EA 10
678	6023	PAV SURF PREP FOR MRK (36")(YLD TRI)			EA 21
3077	6033	SP MIXES SP-C SAC-A PG76-22			TON 25,078
3077	6044	SP MIXES SP-D PG64-22 (LEVEL-UP)			TON 1,000

PROJECT: TOLL 49 SEGMENT 1 OVERLAY					PRICE PROPOSAL	
COUNTY: SMITH						
(Including Ramps, exclude ramps at CR 178)						
From: SH 155						
To: 0.77 Miles East of US 69 (Shackleford Creek Bridge)						
ITEM NO.	DESC CODE	DESCRIPTION	UNIT PRICE ONLY		UNITS	QUANTITY
			WRITTEN IN WORDS			
			DOLLARS		CENTS	
3002	6001	MEMBRANE UNDERSEAL			GAL	20,265
6001	6001	PORTABLE CHANGEABLE MESSAGE SIGN			DAY	408
6185	6001	TMA (STATIONARY)			EA	2
6185	6005	TMA			DAY	60
500	6001	MOBILIZATION			LS	1

PROJECT: TOLL 49 SEGMENT 1 OVERLAY 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 SEGMENT 1 OVERLAY
CONTRACT**, NOW, THEREFORE,

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

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

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

Principal Company Name

Address

City, State, Zip Code

Surety Company Name

Address

City, State, Zip Code

Signed by (Principal Agent) (Seal)

Principal Agent's Name (Printed or Typed)

Telephone No. Fax No.

Signed by (Surety Agent) (Seal)

Surety Agent's Name (Printed or Typed)

Telephone No. Fax No.

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

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

SUBCONTRACTOR AND/OR SUPPLIER IDENTIFICATION

Toil 49 SEGMENT 1 OVERLAY 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
		TOTAL:		
			(Dollars)	(% of Contract)

STATEMENT OF INCORPORATED MATERIALS

Toll 49 SEGMENT 1 OVERLAY 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*.

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 SEGMENT 1 OVERLAY 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 SEGMENT 1 OVERLAY CONTRACT

THIS AGREEMENT, made this ____ day of _____, 20____ (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 pavement repairs and preservation improvements for the Owner's **Toll 49 SEGMENT 1 OVERLAY 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 Nine Hundred Seventy Dollars and No Cents per day (\$ 970.00 / 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 SEGMENT 1 OVERLAY 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 SEGMENT 1 OVERLAY CONTRACT PROJECT** with the Obligee, dated the ____ day of _____, 20____ to provide specified 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 SEGMENT 1 OVERLAY CONTRACT** with the Obligee, dated the ____ day of _____, 20 ____ to provide specified 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	Signed by (Principal Agent) (Seal)
Address	Principal Agent's Name (Printed or Typed)
City, State, Zip Code	
Telephone No.	Email
Surety Company Name	Signed by (Surety Agent) (Seal)
Address	Surety Agent's Name (Printed or Typed)
City, State, Zip Code	
Telephone No.	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 SEGMENT 1 OVERLAY 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 SEGMENT 1 OVERLAY CONTRACT



TOLL 49 SEGMENT 1 OVERLAY 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.

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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/>.

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GENERAL NOTES:

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Remove all vegetation from pavement edges, intersections, and driveways prior to planing operations or ACP operations. This work will not be paid for directly, but will be subsidiary to the bid items of the Contract.

Upon completion of the work and before final acceptance, remove all foreign material, stains, and marks from concrete surfaces. Sandblast clean concrete surfaces as directed. Clean existing concrete structures that are marked or stained by the Contractor's operations. This work will not be paid for directly, but will be subsidiary to the bid items of the Contract.

During final clean up, remove all foreign material that has accumulated at bridge abutments and bent caps as approved. All work and equipment involved in the removal of this material is subsidiary to the bid items of the Contract.

ITEM 8. PROSECUTION AND PROGRESS

Time shall be charged according to Article 8.3.1.5, "Calendar Day," in TxDOT's 2014 Standard Specifications. Work shall only occur between the hours of 9:00 p.m. and 6:30 a.m. During this time, full closures of Toll 49 are allowed within a single milestone's limits. No work is permitted between the hours of 7:00 a.m. and 9:00 p.m. The grace period for a full nighttime closure ends at 7:00 a.m. each morning. Beginning at 7:01 a.m., the contractor will incur a \$500 late closure removal penalty that increases in \$500 increments each ½-hour until the closure is completely removed.

The three milestones and respective limits for this project are:

- Milestone 1: SH 155 to FM 2493 (ML STA 940+84.36 to ML STA 231+34.03)
- Milestone 2: FM 2493 to US 69 (ML STA 246+60.74 to ML STA 362+05.00)
- Milestone 3: US 69 to Shackleford Creek (ML STA 368+40.00 to ML STA 406+10.83)

The use of full closures within a milestone's limits are intended to allow for expedited construction. Multiple milestones shall not be worked simultaneously. Moving from one milestone to the next is not permitted until 100% completion of the previous milestone.

100% completion of a milestone consists of all pay items associated with not needing to return to that milestone. This shall include, but is not limited to, the final surface, all permanent pavement marking elements, all MBGF elements and backfilling pavement edges.

The first full closure is allowed on Sunday, May 1, 2022 at 9:00 p.m. All milestones (i.e., the entire scope of the project) should be 100% complete by Friday, July 1, 2022 at 6:30 a.m. There will be no penalty for additional full closures within a milestone through Monday, July 11, 2022 at 6:30 a.m. If additional work remains on Monday, July 11, 2022 at 9:00 p.m. the contractor shall be

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charged \$14,000 per day in liquidated damages. Additional work includes any corrective work required from failed QC/QA testing on all items.

The project includes a \$14,000 per day bonus for up to five days for finishing early.

- 100% completion by Thursday, June 30, 2022 at 6:30 a.m. = \$14,000 bonus;
- 100% completion by Wednesday, June 29, 2022 at 6:30 a.m. = \$28,000 bonus;
- 100% completion by Tuesday, June 28, 2022 at 6:30 a.m. = \$42,000 bonus;
- 100% completion by Monday, June 27, 2022 at 6:30 a.m. = \$56,000 bonus;
- 100% completion by Sunday, June 26, 2022 at 6:30 a.m. = \$70,000 bonus.

Work may be performed on any calendar-day night except those noted below:

- Sunday, May 29, 2022 from 9:00 p.m. to 6:30 a.m.
- Monday, May 30, 2022 from 9:00 p.m. to 6:30 a.m.
- Friday, July 1, 2022 from 9:00 p.m. to 6:30 a.m.
- Saturday, July 2, 2022 from 9:00 p.m. to 6:30 a.m.
- Sunday, July 3, 2022 from 9:00 p.m. to 6:30 a.m.
- Monday, July 4, 2022 from 9:00 p.m. to 6:30 a.m.

For contract time determination, the engineers assumed a 61-calendar day schedule between the first closure on the night of Sunday, May 1, 2022 and the targeted last full closure on the night of Thursday, June 30, 2022. For activity duration, the engineers assumed:

- Contractors would not work at least one day per week (8 nonwork days),
- Contractors would not work on Memorial Day (2 nonwork days),
- And the contractor would lose 9 days to rain within that span.

Portable changeable message boards (PCMBs) are required 7 calendar days prior to a milestone closure and must remain in place as part of the closure traffic control throughout the closure duration. Once construction begins, PCMBs shall display a message during daytime hours alerting motorists of the upcoming closure. During the nighttime closure, the message shall be modified alerting motorists of the full closure. The PCMB requirements for each closure are:

- SH 155 to FM 2493
 - 1 PCMB on Toll 49, ½-mile west of the Toll 49 EB/SH 155 Exit Ramp west of SH 155,
 - 2 PCMB on SH 155, each placed a ½-mile from Toll 49 (north and south respectively),
 - 2 PCMB on FM 2493, each placed a ½-mile from Toll 49 (north and south respectively),
 - 1 PCMB on Toll 49, ½-mile east of the Toll 49 WB/FM 2493 Exit Ramp east of FM 2493.

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- FM 2493 to US 69
 - 1 PCMB on Toll 49, ½-mile west of the Toll 49 EB/FM 2493 Exit Ramp west of FM 2493,
 - 2 PCMB on FM 2493, each placed a ½-mile from Toll 49 (north and south respectively),
 - 2 PCMB on US 69, each placed a ½-mile from Toll 49 (north and south respectively),
 - 1 PCMB on Toll 49, ½-mile east of the Toll 49 WB/US 69 Exit Ramp east of US 69.
- US 69 to Shackleford Creek Bridge
 - 1 PCMB on Toll 49, ½-mile west of the Toll 49 EB/US 69 Exit Ramp west of FM 2493,
 - 2 PCMB on US 69, each placed a ½-mile from Toll 49 (north and south respectively),
 - 2 PCMB on FM 756, each placed a ½-mile from Toll 49 (north and south respectively),
 - 1 PCMB on Toll 49, ½-mile east of the Toll 49 WB/FM 756 Exit Ramp east of FM 756.

Prepare the progress schedule as a bar chart. Clearly indicate the order of the milestones on the bar chart. The bar chart schedule must clearly indicate workdays and non-workdays. This bar chart schedule must be submitted at least 7-calendar days prior to the preconstruction meeting. The preconstruction meeting must be held by Friday, April 15, 2022.

ITEM 9. MEASUREMENT & PAYMENT

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

ITEM 134. BACKFILLING PAVEMENT EDGES

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

CONTRACTOR TO UTILIZE NETRMA BACKFILL STOCKPILE LOCATED AT TOLL 49 AND SH 110, APPROXIMATELY 3.7 MILES EAST OF END OF PROJECT.

After the application of fertilizer, apply an emulsified asphalt treatment, consisting of SS-1 asphalt at a rate of 0.3 gal. per sq. yd.

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ITEM 164. SEED FOR EROSION CONTROL

Provide a Bonded Fiber Matrix that meets the current requirements of the Approved Products List for Item 169, "Soil Retention Blankets, Class 1, Ty D, Sprey Type Blanket". Install according to manufacturer's recommendations based on a slope steeper than 3:1 with sandy soils. This Item will be paid under Item 164.

ITEM 166. FERTILIZER

Place fertilizer at the rate of 1 lb. per 9 sq. yd. on areas prepared for seeding. This is subsidiary to Item 164.

ITEM 168. VEGETATIVE WATERING

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

ITEM 354. PLANING AND TEXTURING PAVEMENT

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

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

All RAP generated from this project belongs to the NETRMA. Contractor will be required to deliver the RAP to the maintenance yard located on the NW corner of Toll 49 and SH 64. This work will not be paid for directly, but will be subsidiary to this item.

ITEM 502. BARRICADES, SIGNS, AND TRAFFIC HANDLING

The traffic control plan for this Contract consists of: the installation and maintenance of warning signs and other traffic control devices shown on the plans; specification data, which may be included in the general notes; applicable provisions of the Texas Manual on Uniform Traffic Control Devices (TMUTCD); traffic control plan sheets included on the plans; standard BC sheets; Compliant Work Zone Traffic Control Device List, and Item 502 of the standard specifications.

Use ground-mounted sign mounts with two posts for all temporary work zone signs unless otherwise directed.

Inspect and correct deficiencies each day throughout the duration of the Contract. In accordance with Article 502.4., "Payment," no payment will be made for the month if the Contractor fails to provide or properly maintain signs and devices in compliance with Contract requirements. Temporary warning signs that are visible when conditions do not apply will be considered improper maintenance of signs.

Provide at least one employee on call nights and weekends (or any other time that work is not in progress) for maintenance of signs and traffic control devices. This employee must have an address and telephone number near the project, as approved. Notify the Engineer in writing of the name,

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address, and telephone number of this employee. The Engineer will furnish this information to local law enforcement officials.

In addition to providing a Contractor's Responsible Person and a phone number for emergency contact, have an employee available to respond on the project for emergencies and for taking corrective measures within 30 minutes.

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

Refer to the traffic control plan sheets for traffic handling through the work area. Contractor may vary the signing arrangement and spacing as necessary to fit field conditions; however, any proposed changes in the traffic control plan must be approved before implementation.

When the sequence of work is shown on the plans, the Contractor may submit an alternate proposal for approval. Submit in writing all proposed variations and revisions.

High-visibility safety apparel is required for workers in accordance with the General Notes on current BC standards.

Place and maintain signs, channelizing devices, and flaggers to direct and route traffic at any location and for any period of time as may be required or directed.

Erect R4-1 (Do Not Pass) and R4-2 (Pass With Care) signs to mark existing no-passing zones as directed. (These signs will not be required if these zones will not be eliminated during construction.)

Maintain existing roadside signs within this project's limits during this Contract. In order to accommodate the grading or other operations, temporarily relocate these signs in accordance with the TMUTCD as directed. Use ground-mounted sign mounts with two posts for all relocated signs unless otherwise directed. This work will not be paid for directly, but will be subsidiary to Item 502.

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

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

Remove or clearly barricade all material stockpiles, equipment left overnight, or any obstruction within 30 ft. of a travelway as approved.

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

Provide flaggers at county roads, commercial driveways, and other intersecting roadways deemed necessary by the Engineer to maintain control of the work zone during one-lane two-way

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operations. Provide communication radios to each flagger in the work zone and the pilot vehicle operator.

U-turns on Toll 49 for trucks delivering any type of construction material (e.g., HMA, embankment, backfill) is not allowed.

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

All work required by these general notes, except as provided for by Item 502, will not be paid for directly, but will be subsidiary to Item 502 unless otherwise shown on the plans.

ITEM 506. TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

Provide the following Items for the SWP3 for this Contract as directed on a force account basis:

Temporary sediment control fence, seeding for erosion control, earthwork for erosion control, and vegetative watering.

ITEM 533. MILLED RUMBLE STRIPS

Provide traffic control for roadways with other lane configurations as directed.

Provide a sweeper that meets the requirements of Section 354.2.3.

ITEM 540. METAL BEAM GUARD FENCE

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

Do not paint treated timber posts.

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

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

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

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When replacing guard rail, ensure that all segments of guard rail removed are replaced the same work day before opening to traffic.

The existing concrete mowstrip shall be re-used. Repair to the concrete mowstrip due to MBGF removal and replacement operations will not be paid.

ITEM 542. REMOVING METAL BEAM GUARD FENCE

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

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

ITEM 585. RIDE QUALITY FOR PAVEMENT SURFACES

Unless otherwise noted below, TxDOT Item 585, “Ride Quality for Pavement Surfaces,” specifications apply.

Preconstruction ride quality data were collected on March 22, 2021. Table 1 provides the lane descriptions for the data collection. Table 2, Table 3, Table 4, and Table 5 provide the preconstruction IRI values averaged on 0.1-mi increments. These tables also provide notes on leave-outs.

Bridges shall not be overlaid and will be considered leave-outs in the post-construction ride quality analysis. 100 ft. lead-in and lead-out lengths are permissible on each end of the bridges. These areas shall be tested using a 10 ft. straight-edge as outlined in Test Type A of Item 585. 100 ft. lead-in and lead-out lengths are permissible at each end of the project. These areas shall be tested using a 10 ft. straight-edge as outlined in Test Type A of Item 585. Preconstruction .pro files are available upon request.

Table 1. Toll 49 Segment 1 Ride Quality Lane Descriptions

EB Mainlane and Passing Lane:	K2	Includes single lane and left (passing) lane in Super 2 locations
EB Right Lane:	K1	Includes right (slow) lane in Super 2 locations
WB Mainlane and Passing Lane:	K7	Includes single lane and left (passing) lane in Super 2 locations
WB Right Lane:	K6	Includes right (slow) lane in Super 2 locations

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Table 2. Lane K2 Preconstruction Ride Quality

Toll 49 Segment 1 (K2) Eastbound Mainlane and Passing Lane

Distance	Begin Station	End Station	IRI(L)	IRI(R)	Avg IRI	Notes
0.1	940+84.4	946+12.4	55.86	58.33	57	East end of SH 155 Overpass ends at STA 940+84.4
0.2	946+12.4	951+40.4	41.38	40.52	41	
0.3	951+40.4	956+68.4	94.91	90.59	93	
0.4	956+68.4	961+96.4	54.81	64.95	60	
0.5	961+96.4	967+24.4	106.24	91.94	99	
0.6	967+24.4	136+22.4	96.82	81.24	89	BK PT STA 970+00 = AH PT STA 133+70
0.7	136+22.4	141+50.4	180.47	183.78	182	West end of Saline Creek bridge approach slab at STA 136+60.00
0.8	141+50.4	146+78.4	118.81	134.7	127	East end of Saline Creek bridge approach slab at STA 142+00.00
0.9	146+78.4	152+06.4	103.31	112.08	108	Begin EB passing lane near STA 155+00
1	152+06.4	157+34.4	96.4	101.23	99	
1.1	157+34.4	162+62.4	83.83	93.64	89	
1.2	162+62.4	167+90.4	79.96	97.47	89	
1.3	167+90.4	173+18.4	82.08	95.13	89	
1.4	173+18.4	178+46.4	96.79	86.45	92	
1.5	178+46.4	183+74.4	102.19	76.88	90	
1.6	183+74.4	189+02.4	97.36	82.26	90	
1.7	189+02.4	194+30.4	108.75	75.7	92	
1.8	194+30.4	199+58.4	119.39	102.93	111	
1.9	199+58.4	204+86.4	82.56	73.38	78	
2	204+86.4	210+14.4	90.81	70.48	81	
2.1	210+14.4	215+42.4	83.77	69.72	77	
2.2	215+42.4	220+70.4	92.33	72.21	82	
2.3	220+70.4	225+98.4	89.09	81.4	85	
2.4	225+98.4	231+26.4	88.88	95.51	92	West end of CR 165/FM 2493 bridge approach slab at STA 231+34.00
2.5	231+26.4	236+54.4	190.51	179.04	185	
2.6	236+54.4	241+82.4	135.91	144.25	140	
2.7	241+82.4	247+10.4	112.6	114.51	114	
2.8	247+10.4	252+38.4	81.83	108.66	95	
2.9	252+38.4	257+66.4	66.48	63.99	65	East end of CR 165/FM 2493 bridge approach slab at STA 246+61.00
3	257+66.4	262+94.4	57.91	67.69	63	
3.1	262+94.4	268+22.4	76.55	69.88	73	
3.2	268+22.4	273+50.4	69.13	67.43	68	
3.3	273+50.4	278+78.4	91.02	87.07	89	
3.4	278+78.4	284+06.4	93.03	67.53	80	
3.5	284+06.4	289+34.4	103.42	88.33	96	
3.6	289+34.4	294+62.4	73.4	64.55	69	
3.7	294+62.4	299+90.4	75.56	78.42	77	
3.8	299+90.4	305+18.4	82.83	60.55	72	
3.9	305+18.4	310+46.4	147.25	141.36	144	
4	310+46.4	315+74.4	135.65	132.3	134	
4.1	315+74.4	321+02.4	119.12	112.68	116	
4.2	321+02.4	326+30.4	148.54	155.09	152	
4.3	326+30.4	331+58.4	73.69	75.41	75	East end of Mud Creek bridge approach slab at STA 324+20.00
4.4	331+58.4	336+86.4	78.28	79.82	79	
4.5	336+86.4	342+14.4	102.9	97.79	100	
4.6	342+14.4	347+42.4	89.6	79.81	85	
4.7	347+42.4	352+70.4	93.97	86.64	90	
4.8	352+70.4	357+98.4	100.47	80.09	90	
4.8796	357+98.4	363+26.4	110.97	110.73	111	
						West end of US 69 bridge approach slab at STA 362+05.00

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Table 3. Lane KI Preconstruction Ride Quality Data

Toll 49 Segment 1 Eastbound Slow Lane in Super 2

Distance	Begin Station	End Station	IRI(L)	IRI(R)	Avg IRI	Notes
0.1	155+00.	160+28.	148.33	82.7	116	
0.2	160+28.	165+56.	133.68	78.78	106	
0.3	165+56.	170+84.	134.42	65.08	100	
0.4	170+84.	176+12.	114.24	86.61	100	
0.5	176+12.	181+40.	81.17	76.14	79	
0.6	181+40.	186+68.	86.96	64.74	76	
0.7	186+68.	191+96.	102.28	77.18	90	
0.8	191+96.	197+24.	89.81	92.15	91	
0.9	197+24.	202+52.	109.02	83.39	96	
1	202+52.	207+80.	67.16	53.88	61	
1.1	207+80.	213+08.	64.03	60.52	62	
1.2	213+08.	218+36.	74.02	90.03	82	
1.2187	218+36.	223+64.	70.85	95.74	83	Skips for EB passing lane ends near STA 220+00

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Table 4. Lane K7 Preconstruction Ride Quality Data

Toll 49 Segment 1 Westbound Mainlane and Passing Lane

Distance	End Station	Begin Station	IRI(L)	IRI(R)	Avg IRI	Notes
0.1	362+05.	356+77.	106.35	109.31	108	West end of US 69 overpass ends at STA 362+05.00
0.2	356+77.	351+49.	78.23	66.45	72	
0.3	351+49.	346+21.	94.96	106.02	100	
0.4	346+21.	340+93.	97.8	86.65	92	
0.5	340+93.	335+65.	85.35	88.3	87	
0.6	335+65.	330+37.	73.58	90.05	82	
0.7	330+37.	325+09.	97.48	84.4	91	
0.8	325+09.	319+81.	143.46	169.67	157	East end of Mud Creek bridge approach slab at STA 324+20.00
0.9	319+81.	314+53.	115.86	117.42	117	
1	314+53.	309+25.	152.28	145.83	149	Begin WB passing lane near STA 311+00 (on Mud Creek Bridge)
1.1	309+25.	303+97.	111.74	141.42	127	West end of Mud Creek bridge approach slab at STA 307+80.00
1.2	303+97.	298+69.	97.21	100.37	99	
1.3	298+69.	293+41.	77.73	89.09	83	
1.4	293+41.	288+13.	67.43	102.08	85	
1.5	288+13.	282+85.	85.36	92.05	89	
1.6	282+85.	277+57.	95.99	106.72	101	
1.7	277+57.	272+29.	80.62	84.32	82	
1.8	272+29.	267+01.	70.21	80.97	76	
1.9	267+01.	261+73.	80.9	92.76	87	
2	261+73.	256+45.	93.09	79.26	86	End WB passing lane near STA 258+10
2.1	256+45.	251+17.	96.16	73.29	85	
2.2	251+17.	245+89.	109.95	124.39	117	East end of CR 165/FM 2493 bridge approach slab at STA 246+61.00
2.3	245+89.	240+61.	107.53	129.24	118	
2.4	240+61.	235+33.	126.41	140.45	133	
2.5	235+33.	230+05.	160.79	189.93	175	West end of CR 165/FM 2493 bridge approach slab at STA 231+34.00
2.6	230+05.	224+77.	89.96	89.41	90	
2.7	224+77.	219+49.	82.06	63.44	73	
2.8	219+49.	214+21.	97.8	84.46	91	
2.9	214+21.	208+93.	88.68	81.12	85	
3	208+93.	203+65.	91.84	69.62	81	
3.1	203+65.	198+37.	90.73	78.91	85	
3.2	198+37.	193+09.	141.38	90.74	116	
3.3	193+09.	187+81.	100.44	62.19	81	
3.4	187+81.	182+53.	90.75	50	70	
3.5	182+53.	177+25.	96.89	61.15	79	
3.6	177+25.	171+97.	84.86	85.03	85	
3.7	171+97.	166+69.	87.74	96.73	92	
3.8	166+69.	161+41.	109.66	89.03	99	
3.9	161+41.	156+13.	103.05	83.04	93	
4	156+13.	150+85.	113.35	75.94	95	
4.1	150+85.	145+57.	113.76	115.06	114	
4.2	145+57.	140+29.	146.66	142.76	145	East end of Saline Creek bridge approach slab at STA 142+00.00
4.3	140+29.	135+01.	156.74	160.58	159	West end of Saline Creek bridge approach slab at STA 136+60.00
4.4	135+01.	966+03.	55.6	67.43	62	BK PT STA 970+00 = AH PT STA 133+70
4.5	966+03.	960+75.	71.14	70.81	71	
4.6	960+75.	955+47.	48.12	47.94	48	
4.7	955+47.	950+19.	108.3	106.96	108	
4.8	950+19.	944+91.	41.63	45.13	43	
4.9	944+91.	939+63.	78.56	82.05	80	East end of SH 155 Overpass ends at STA 940+84.4

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Table 5. Lane K6 Preconstruction Ride Quality Data

Toll 49 Segment 1 Westbound Slow Lane in Super 2

Distance	Begin Station	End Station	IRI(L)	IRI(R)	Avg IRI	Notes
0.1	311+20.	305+92.	136.61	135	136	West end of Mud Creek bridge approach slab at STA 307+80.00
0.2	305+92.	300+64.	82.25	81.06	82	
0.3	300+64.	295+36.	80.69	50.05	65	
0.4	295+36.	290+08.	79.68	63.23	71	
0.5	290+08.	284+80.	98.33	88.55	93	
0.6	284+80.	279+52.	93.98	71.84	83	
0.7	279+52.	274+24.	80.04	68.39	74	
0.8	274+24.	268+96.	71.54	121.81	97	
0.9	268+96.	263+68.	107.69	112.26	110	
1	263+68.	258+40.	73.29	73.54	73	

Ride quality bonus/penalty payment for all travel lanes shall use the formulas shown in Table 6.

Table 6. Travel Lane Ride Quality Bonus/Penalty Structure

Average IRI Range for 0.1-mi. section (in./mi.)	Pay Adjustment (\$/0.1-mi Section)
IRI < 25	3000
$25 \leq \text{IRI} < 35$	$-250 * (\text{IRI}) + 9250$
$35 \leq \text{IRI} < 45$	$-50 * (\text{IRI}) + 2250$
$45 \leq \text{IRI} < 55$	0
$55 \leq \text{IRI} < 65$	$-50 * (\text{IRI}) + 2700$
$65 \leq \text{IRI} < 80$	$-160 * (\text{IRI}) + 9740$
$80 \leq \text{IRI}$	*Deficient

*All deficient sections require corrective work to bring the average IRI value below the deficient threshold (i.e., 80 in./mi.) unless the engineer decides to impose a \$6,000 per deficient section penalty. After performing corrective work, deficient sections shall be reprofiled to ensure ride quality is no longer deficient. The appropriate bonus/penalty shall be applied to the corrected surface. Corrective work shall be done at night and the appropriate liquidated damages shall be applied if the contract time has been exhausted.

ITEM 658. DELINEATOR AND OBJECT MARKER ASSEMBLIES

Accept ownership of unsalvageable delineator and object marker assemblies and remove from the right of way.

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ITEM 662. WORK ZONE PAVEMENT MARKINGS

Furnish and place work zone pavement markings (short term)(tape) on center lines and lane lines in accordance with WZ(STPM), and provide warning signs in accordance with TCP (7-1). Place tape within 1 in. of the proper alignment as established by the Contractor and approved by the Engineer. Remove tape prior to placement of permanent markings. Tape removal will be subsidiary to Item 662. Tabs are not allowed.

Multiple Move-ins will be required to maintain adequate striping.

ITEM 666. RETROREFLECTORIZED PAVEMENT MARKINGS

Place Type II Pavement Markings as a sealer for Type I Pavement Markings on bridge and concrete surfaces only. Place Type I Markings a minimum of seven (7) calendar days after placing Type II Markings.

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

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

For lengths greater than 300-ft, provide guide markings that will not leave a permanent mark on the roadway. Have the guide marking material and equipment used for placement approved prior to use. Provide adequate notification for approval of the guide markings prior to placement of the permanent pavement markings.

Pilot guideline markings are required. Must provide a crew experienced in the work of installing pilot guideline markings and in the necessary traffic control. Supply all the equipment, personnel, traffic control, and materials necessary for the placement of pilot guideline markings as directed. All work will be in conformance with Part 6 of the TMUTCD.

Passing zones will not change and should match existing conditions.

Correct deficiencies in the alignment of pavement markings at Contractor's expense, as directed. Use a strip seal with aggregate and asphalt types and rates as directed to eliminate the deficient pavement markings.

ITEM 672. RAISED PAVEMENT MARKERS

Provide dispensing equipment such that the bituminous material can be directly applied from the melting pot to the pavement surface without secondary handling. Dispensing material from the melting pot into a separate container and then to the pavement surface will not be permitted. Intermittent agitation of the bituminous material will be by a method approved by the Engineer to

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ensure even heat distribution and must be such that the adhesive is agitated at approved and consistent intervals.

ITEM 677. ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

Furnish a high pressure water blasting system for removing paint, thermoplastic, epoxy and preformed tape material from the following surfaces without causing any grooves or trenching of the surface: asphalt, concrete, permeable friction course, grooved asphalt and grooved concrete.

Use a high pressure water blasting system that consists of a vacuum recovery system that must provide for a nearly dry surface eliminating the possibility of uncontained run-off blasting water or debris, or the need for any secondary clean-up vehicles or operations.

All components required for the complete operation of the water blasting system (ultra-high pressure pump, vacuum system, clean water supply, vacuum recovery storage, primary truck-mounted and optional secondary tractor-mounted blasting components) must be mounted and transported on a single, fully self-contained and supporting single truck chassis, thereby eliminating the need for any additional water, vacuum or other transport vehicles.

Multiple Move-ins will be required to maintain adequate striping.

ITEM 3077. SUPERPAVE MIXTURES

Paving and trucking operations shall be sequenced so that delivery trucks enter the workzone in the direction of paving and exit the workzone in the direction of paving. U-turns within the workzone to reach the paver or return to the plant are not allowed.

Source changes are not allowed without written approval by the Engineer.

Reclaimed Asphalt Pavement (RAP) is not allowed in the surface course. Reclaimed Asphalt Shingles (RAS) are not allowed in any course.

The surface course requires 100% Surface Aggregate Classification (SAC) Class A aggregate. Blending aggregates to meet Class A requirements is not allowed. Provide Class A coarse aggregate for the surface as listed in the TxDOT's *Bituminous Rate Source Quality Catalog* (BRSQC).

PG76-22 asphalt binder is required in the surface course. Lower performance-grade substitute binders are not permitted in the surface course.

The surface course shall be placed using a spray paver application. This paver must be capable of constructing a spray paver applied tack coat. The tack coat shall be an emulsified membrane placed directly on the existing GR 4 surface treatment at a residual asphalt rate of between 0.08 gal/SY and 0.10 gal/SY.

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Mineral Filler, Additives, and Compaction Aids require the Engineer's approval before use. The need and benefits of using these materials should be clearly articulated in the bidder's response or during the interview phase.

The surface course must have a minimum asphalt content at 50 gyrations of 5.0%. Certificates of Delivery for asphalt binder must be provided to the engineer to confirm asphalt content.

A Material Transfer Device (MTD) is required for surface paving operations. Windrow operations are not allowed.

The surface course shall be constructed with in-place air voids between 3.0% and 7.0%. Table 21 in TxDOT's 2014 Standard Specifications is modified as shown below:

In-Place Air Voids	Placement Payment Adjustment Factor
< 1.0	Remove and Replace
1.1	0.440
1.2	0.470
1.3	0.500
1.4	0.530
1.5	0.560
1.6	0.590
1.7	0.620
1.8	0.650
1.9	0.680
2.0	0.710
2.1	0.740
2.2	0.770
2.3	0.800
2.4	0.830
2.5	0.860
2.6	0.890
2.7	0.920
2.8	0.950
2.9	0.980
3.0	1.000
3.1	1.000
3.2	1.000
3.3	1.000
3.4	1.000

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3.5	1.000
3.6	1.000
3.7	1.000

The current Table 21 in TxDOT's Standard Specifications applies to in-place air voids greater than 3.7%.

Give the owner's inspector at the spreading and finishing machine one weight ticket for each load of material. When directed, weigh asphaltic concrete loads on public scales to ensure the proper weight of material.

For materials paid for by the ton, provide a summary spreadsheet in accordance with Article 520.2, "Equipment," in TxDOT's 2014 Standard Specifications.

Use an electrical impedance (non-nuclear) measurement gauge to determine mat segregation and joint density for Part V and Part VIII of test procedure tex-207-F.

ITEM 6001. PORTABLE CHANGEABLE MESSAGE SIGN

Provide a non-erodible, stable surface to place the Portable Changeable Message Sign (PCMS) units adjacent to the roadway as directed. Payment for this surface is incidental to Item 6001.

ITEM 6185. TRUCK MOUNTED ATTENUATOR (TMA)

Shadow vehicles with truck mounted attenuator (TMA) are required on the traffic control plan and TCP standards for this project. The Contractor will be responsible for determining if one or more of these traffic control operations will be ongoing at the same time to determine the total number of TMAs needed for the project. Additional truck mounted attenuators (TMAs) may be required as deemed necessary by the Engineer.