



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

April 29, 2020
AGENDA ITEM #7

Discuss and consider approving a contract with DBi Services, LLC for performance-based maintenance services on Mobility Authority roadways and related Texas Department of Transportation facilities

Strategic Plan Relevance:	Regional Mobility
Department:	Engineering
Contact:	Justin Word, P.E., Director of Engineering
Associated Costs:	\$51,426,072.00
Funding Source:	General Funds
Action Requested:	Consider and act on draft resolution

Project Description – The Performance Based Maintenance Contract (PBMC) includes routine Maintenance Services and associated items on existing and future Authority roadways and adjacent Texas Department of Transportation (TxDOT) frontage roads/general purpose lanes from right-of-way (ROW) to ROW. The contract includes 183A Toll, 290 Toll (Manor Expressway), Express 1 Toll (MoPac Express), 71 Toll, 45 Toll, 183 Toll (Bergstrom Expressway), 183A Phase III Project, 183 North Project and MoPac South Project.

Routine maintenance services include but are not limited to maintenance of pavement, bridges, walls, traffic operations (signs, signals, lighting, striping, delineation), slopes, roadside (mowing, landscaped areas, litter), shared use paths (SUP's), trailheads, and Mobility Authority building facilities, including the 183A Traffic Incident Management Center, existing and future maintenance yard buildings, existing and future In-Lane Processing (ILP) buildings, and emergency generators located at or near toll gantries.

The term of this Contract will include an initial 5-year term (60 months), terminating June 30, 2025, with two additional 5-year renewal options to extend the initial term to a maximum of 15 years (180 months). Prior to beginning maintenance services, a 30-day period will be allowed for mobilization and material procurement.

The Mobility Authority is reimbursed for maintenance of adjacent TxDOT frontage roads/general purpose lanes through an interlocal agreement (ILA) with TxDOT.

Previous Actions/Brief History of the Project/Program – Board Resolution No. 15-057 authorized the Executive Director to negotiate and execute the PBMC for existing and future Mobility Authority Roadways and related facilities and for adjacent TxDOT roadways with Roy Jorgensen Associates, Inc. The Executive Director executed the Mobility Authority’s first PBMC on December 21, 2015. The term of the PBMC was approximately 5 years, expiring June 30, 2020.

A Notice of Forthcoming Project was posted on November 21, 2019 notifying industry of the anticipated advertisement for the 2020 System-wide PBMC. The following summarizes the procurement milestones.

Event	Date
Issuance of RFP	January 28, 2020
Clarification Submittal Deadline for questions and requests to clarify from prospective Proposers	February 5, 2020
Prequalification Deadline	February 10, 2020
Deadline for Authority Response to Clarifications and Addenda	February 20, 2020
One on One Meetings	Week of February 10, 2020
Proposal Due Date	March 16, 2020
Authority Board of Directors selects Best Value Proposer	April 29, 2020
Anticipated Execution of Contract/Issuance of Initial Notice to Proceed (NTP)	June 1, 2020

The Mobility received responsive proposals from two firms, DBI Services, LCC and Roy Jorgensen Associates, Inc. The proposals were evaluated through a best value process. Technical proposals and price proposals were submitted separately in sealed envelopes. Proposals were received March 16, 2020 and distributed to the Technical Evaluation Committee and Price Evaluation Committee. TxDOT was invited to participate in the process in a non-scoring capacity. The Technical Evaluation Committee delivered their recommendation to the Evaluation and Selection Recommendation Committee on March 29, 2020. The Evaluation and Selection Recommendation Committee presented a recommendation to the Director of Engineering on April 1, 2020. An independent recommendation was presented to the Director of Engineering by the Price Evaluation Committee on April 2, 2020 at which point the technical and pricing proposals were combined to determine the best value proposal. The technical proposal was worth 40% of the total score and the price proposal was worth 60% of the total score. The results are

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 20-0XX

**APPROVING A CONTRACT WITH DBi SERVICES, LLC
FOR PERFORMANCE BASED MAINTENANCE SERVICES ON MOBILITY AUTHORITY
ROADWAYS AND RELATED FACILITIES**

WHEREAS, in December 2015, the Central Texas Regional Mobility Authority (Mobility Authority) entered into a contract with Roy Jorgensen Associates, Inc. for performance-based maintenance services on Mobility Authority roadways and related facilities which expires on June 30, 2020; and

WHEREAS, in order to prevent an interruption in maintenance services, the Executive Director initiated a procurement for a maintenance contractor by issuing a request for proposals (RFP) from firms interested in providing performance-based maintenance services for the Mobility Authority; and

WHEREAS, the Mobility Authority received two responsive proposals by the March 16, 2020 deadline set forth in the RFP; and

WHEREAS, both proposals were evaluated in accordance with Mobility Authority procurement procedures and the proposal submitted by DBi Services, LLC was determined to provide the best value to the Mobility Authority; and

WHEREAS, the Executive Director recommends that a new performance-based maintenance contract be awarded to DBi Services, LLC in an amount not to exceed \$50,426,072.00 and in the form or substantially the same form attached hereto as Exhibit A; and

WHEREAS, the Executive Director requests that the Board authorize an additional \$1,000,000.00 as contingency to be implemented as necessary through change orders issued by the Executive Director.

NOW THEREFORE, BE IT RESOLVED, that the Board hereby awards the performance-based maintenance contract to DBi Services, LLC, and authorizes the Executive Director to execute the contract on behalf of the Mobility Authority in an amount not to exceed \$51,426,072.00 and in the form or substantially the same form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED, that the Board authorizes an additional \$1,000,000.00 in contingency funds to be used at the Executive Director's discretion for change orders to the performance-based maintenance contract.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of April 2020.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Robert W. Jenkins, Jr.
Chairman, Board of Directors

Exhibit A

Central Texas Regional Mobility Authority

System-Wide Performance Based Maintenance

Contract No. 20PROGXXX02M

Addendum No. 6

March 10, 2020

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- J. Performance Bond
- K. Payment Bond
- L. Receipt of Addenda
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- O. Special Provisions
- P. Special Specification 7667RMA: Performance Based Maintenance
- Q. Special Specification 7668RMA: Snow and Ice Control
- R. Special Specification 7669RMA: Lane Closures
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- Exhibit 2 – Performance Measurement Table – Roadway
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183A Phase III Project

183A Toll

183 North Project

183 Toll (Bergstrom Expressway)

290 Toll (Manor Expressway)

Express 1 Toll (MoPac Express)

MoPac South Project

71 Toll

45 Toll

Central Texas Regional Mobility Authority

System-Wide Performance Based Maintenance

Contract No. 20PROGXXX02M

I. Proposal Documents

Addendum No. 6

March 10, 2020

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A. PROPOSAL DOCUMENT CHECKLIST

Prior to submitting a Proposal, each prospective Proposer should review the checklist below to ensure that their Proposal will be accepted and not declared nonresponsive.

Proposal Document:

- Are you aware if your affiliates are bidding on the same project?

Proposal Document Preparation:

- Have you been prequalified by the Authority to submit a proposal for this project?
- Is the Price Proposal Form you are submitting part of the Official Proposal you received from the Authority?
- Are you submitting only one proposal for this project?
- Is the proposal signed by your company representative?
- Does your Proposal comply with D.13 Submittal Requirements?
- Have you entered amounts for all Price Proposal items?
- Have you included the Receipt of Addenda form in the Appendices?
- Does the proposal document contain the proper number of bid items?
- Does the proposal document contain any conditions not included in the proposal document provided to you?

Proposal Bonds:

- Is the proposal bond signed by the surety?
- Is the proposal bond signed by the company representative?
- Is the exact name of the contractor(s) listed as the principal?
- Is the impressed surety seal affixed to the proposal bond?
- Does the name on the surety seal match the name of the surety on the bond?
- Is the bond dated on or earlier than the Proposal Due date?
- Is the signer for the surety listed on the power of attorney attached to the bond?
- Is the surety authorized to issue the bond?

Proposal Document Submission:

- Are you aware of the time and date deadline for submission of proposal document?
- Are you aware of the proper delivery location for the proposal document?

- Are you submitting a complete proposal document in a sealed package or envelope that contains the 2 separate packages described below?
- Technical Proposal – Package 1: To be submitted in a sealed envelope separately from Package 2
 - Technical Proposal
 - Receipt of Addenda form
- Price Proposal – Package 2: To be submitted in a sealed envelope separately from Package 1
 - Price Proposal Form
 - Proposal Bond

Section B
Request for Proposals

B. REQUEST FOR PROPOSALS

The Central Texas Regional Mobility Authority (Authority), a regional political entity, invites any interested party to submit a response (Proposal) to this request for proposals (RFP) for a System-wide Performance Based Maintenance contract to perform routine Maintenance Services and associated items on existing and future Authority roadways and adjacent Texas Department of Transportation (TxDOT) frontage roads/general purpose lanes from right-of-way (ROW) to ROW (Project). The system includes the following corridors:

- 183A Toll
- 290 Toll (Manor Expressway)
- Express 1 Toll (MoPac Express)
- 71 Toll
- 45 Toll
- 183 Toll (Bergstrom Expressway)
- 183A Phase III Project
- 183 North Project
- MoPac South Project

The Project is more fully described in the following documents, including but not limited to the General Notes, Special Provisions, Special Specifications, Maintenance Maps, as well as the latest edition of the “Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges” (Standard Specifications). The services to be provided are generally described as the supply of all materials, labor, equipment, fuel, tools, and incidentals necessary for the Performance Based Maintenance of the aforementioned facilities.

The term of this Contract will include an initial 5-year term (60 months), terminating June 30, 2025, with two additional 5-year renewal options to extend the Initial Term to a maximum of 15 years (180 months). Prior to beginning Maintenance Services, a 30-day period will be allowed for mobilization and material procurement.

Each Proposer will consist of a prime firm under direct contract with the Authority, and subconsultants contracted to the prime firm providing services as defined by the prime.

Joint Ventures will not be allowed.

To submit a Proposal, a Proposer must: (1) be prequalified by the Authority, (2) have received an Official Proposal/Bid Form from the Authority.

The requirements for prequalification are:

1. Be in compliance with registration requirements established by the Texas Business Organizations Code, as administered by the Texas Secretary of State. See:
<http://www.sos.state.tx.us/corp/index.shtml>
2. TxDOT Full Prequalification. Be currently qualified via “Full Prequalification” by TxDOT for bidding on State projects or within the 90-day grace period for the preparation of a new qualification statement; or have submitted to TxDOT the Confidential Questionnaire and have it on file with TxDOT at least 10 days before the date proposals are due. Must be able to provide documentation upon request.
3. Shall not have been suspended or debarred by the Commission, Department, or any federal agency.
4. Show compliance with the Texas Family Code, Section 231.006. Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts.
5. Authority Financial Prequalification. In addition to the requirements of TxDOT for prequalification and Technical Qualification shown in Item 2, Article 2 of the ‘Standard Specifications for Construction and Maintenance of Highway, Streets, and Bridges,’ bidders will be required to submit concluded audited financial statements from the most recent three (3) calendar or fiscal years that demonstrates a cash flow greater than zero from operating activities for approval by the Authority. The financial statement should be delivered to Bill Chapman (wchapman@ctrma.org) and Matthew Gambrel (matthew.gambrel@atkinglobal.com). The Proposer must have a bidding capacity per the TxDOT prequalification system of the Authority will only allow electronic proposals from bidders who are prequalified through TxDOT, and whose financial statements have been approved on or before 5:00 PM Central Standard Time (CST) on February 10, 2020.
6. Have a bidding capacity per the TxDOT prequalification system of \$55,000,000.

Upon completion of the prequalification process, each prospective Proposer will be notified by the Authority whether or not the prospective Proposer is eligible to submit a Proposal. Each eligible Proposer will receive an Official Proposal/Bid Form from the Authority to complete and submit as the Proposer’s response to the RFP.

The Authority has no responsibility or obligation to a prospective Proposer who fails to timely satisfy the prequalification requirement. Satisfying all prequalification requirements by the applicable deadlines is the sole responsibility of each prospective Proposer.

In addition, prospective proposers must upload the following documents to CivCast by the due date for prequalification These forms have been included within the Appendices of the Technical Proposal.

- Non-Collusion Affidavit
- Debarment Affidavit
- Child Support Statement
- Authority Conflict of Interest Disclosure Statement Form, if required

PROPOSAL DUE:

Date: March 16, 2020
Time: 4:00 PM CT
Location: Central Texas Mobility Authority
3300 N. IH-35, Suite 300
Austin, Texas 78705

Detailed Instructions to Proposers (ITPs) and all other documents included in this RFP are available on the CivCast website beginning January 28, 2020. Standard Specifications, which will form an integral part of the proposed contract, are available on line at the TxDOT website: <ftp://ftp.dot.state.tx.us/pub/txdot-info/des/spec-book-1114.pdf>

In response to questions or at its own initiative, the Authority may issue one or more addenda to this RFP. A Proposer is responsible for monitoring the CivCast website for any addenda, information, updates, or announcements regarding the RFP, and must consider and act accordingly with respect to any addenda that revise information or responses provided in the Proposer’s Sealed Proposal.

QUESTIONS AND CLARIFICATIONS: Any questions from a prospective Proposer concerning the requirements of this RFP must be submitted through the CivCast website. Responses to questions will be posted to www.civcastusa.com for the benefit of all potential proposers. Questions must be received by 5:00 PM, CST (local time in Austin, Texas), on February 5, 2020.

ANTI-LOBBYING: Except for the process established by this RFP for questions and clarifications concerning this RFP, starting on January 28, 2020, and ending on the date the Authority has executed a contract with the Proposer selected under this RFP, a prospective or actual Proposer may not directly or indirectly contact a member of the Authority’s Board of Directors or its employees, consultants, or contractors performing work for the Authority concerning the subject matter of this RFP. Violation of this prohibition is grounds for disqualification from consideration. Any contact with the Authority is to solely be via www.Civcastusa.com, strictly in accordance with the process detailed in the ITPs.

It is the policy of the Authority to encourage the participation of minorities and women. The commitment of the proposing entity to utilize historically underutilized business (HUB) will be considered in the RFP evaluation process. Each proposing entity will be evaluated based on the criteria and process set forth in the qualifications-based RFP.

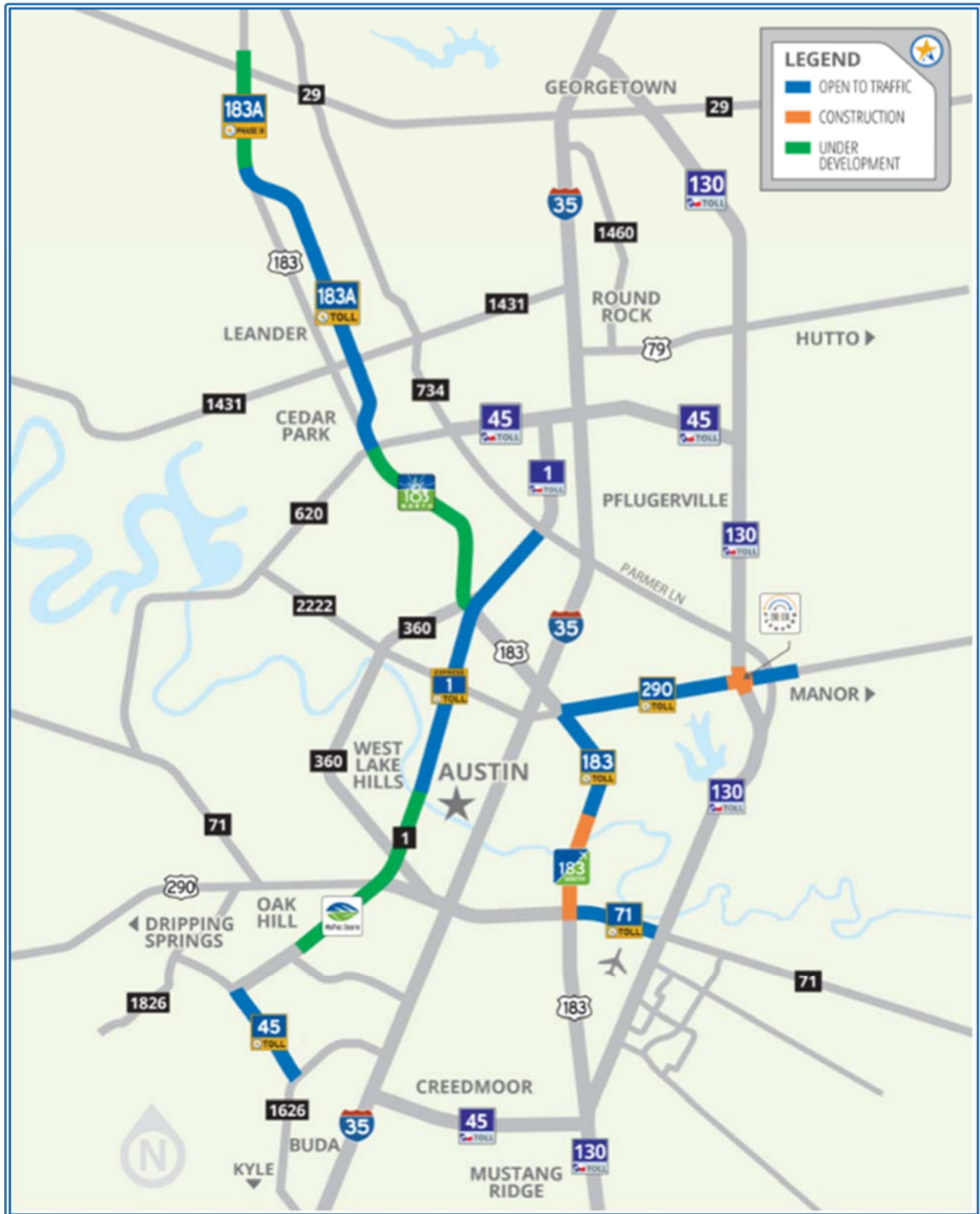
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

Mike Heiligenstein, Executive Director

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Section C
Site Location Map

C. SITE LOCATION MAP



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Section D

Instructions to Proposers

D. INSTRUCTIONS TO PROPOSERS

D.1 Introduction

These ITPs are issued by the Authority to all prospective Proposers, and the Authority hereby invites such Proposers to submit competitive detailed Proposals for a System-wide Performance Based Maintenance contract to perform Routine Maintenance.

The successful Proposer will be selected using a Best Value selection process.

D.2 Authorized Representatives of the Authority

The Authority has designated the following individual to be the RFP Contact for the Project:

John Jones
Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705
Phone: (512) 568-2285
Email: jjones@ctrma.org

D.3 Reference Documents

The Authority has assembled Reference Information Documents (RIDs) about the Project. The documents are available to prospective Proposers at the following CivCast location: <https://www.civcastusa.com/project/5dc58ac8e5e9efedd8f960c7/summary>

The Authority makes no representations or warranties as to the accuracy of the Project information being made available. The Authority shall not be liable for any defects, inaccuracies, or erroneous information made available to the proposing entities and/or their individual members.

The RIDs are not mandatory or binding on a Proposer. A Proposer is not entitled to rely on the RIDs as presenting a design, engineering, operating, or maintenance solution or other direction, means, or method for complying with the requirements of the Contract Documents, Governmental Approvals or Law.

D.4 Public Information Act; Disclosure of Information

The Authority is subject to and complies with the Texas Public Information Act (PIA). The Proposal and any other information provided to the Authority by a Proposer becomes the property of the Authority and may be subject to public disclosure under the PIA. If a Proposer considers any information it provides to the Authority to be proprietary, confidential, or otherwise exempt from disclosure under the PIA, the Proposer must clearly mark and label that information as Confidential. It is not acceptable to designate all or substantially all of the Proposal as Confidential; and any Proposal so marked will be returned to the Proposer without further consideration by the Authority.

The Authority will notify the Proposer if a request for public information is received that may require the Authority to disclose material that the Proposer has marked as Confidential and thus asserts is exempt from disclosure under the PIA. The Authority does not have and does not assume any obligation to assert or argue on behalf of the Proposer that any information provided to the Authority is exempt from required disclosure.

The Texas Attorney General provides additional information concerning requirements and procedures that govern potential disclosure of a third-party's confidential information under the PIA at this link:

<https://www.texasattorneygeneral.gov/og/notice-statement-to-persons-whose-proprietary-information-is-requested>

D.5 DBE Participation Goal

The DBE participation goal for this contract shall be 15% of the Contract Price. A DBE Performance Plan will be required for this contract as set forth in Special Specification 7667RMA, Performance Based Maintenance.

Anticipated areas of maintenance contracting opportunities are as follows:

Signing	Crash Attenuators	Concrete Repair
Illumination	Landscaping	Asphalt Repair
Signals	Drainage	Emergency Response
Striping	Bridges	Hazardous Material Clean-up
Painting	Bridge Inspection	Mowing
Guardrail	Structural Inspection	Sweeping, Debris and Litter

This list is not comprehensive but represents possible contracting opportunities.

A link to the list of qualified DBEs' can be found on TxDOT's website:

<https://txdot.txdotcms.com/FrontEnd/VendorSearchPublic.asp?TN=txdot&XID=2340>

D.6 Debarment

By submittal of a Proposal and subsequent execution of the Contract, the Proposer represents and certifies that it, its officers, its owners, and/or its employees who will be performing the Work have not been convicted or pleaded guilty to any state or federal offense involving fraud, corruption, or moral turpitude; and is not now listed by any state or federal agency as debarred, suspended, proposed for suspension or debarment, voluntarily excluded or otherwise ineligible from participating in this procurement process, or a state or federal procurement program.

If the Proposer is a corporation, partnership, or other form of business organization, the representations and certifications shall apply not only to the individual(s) who will be performing the Work, but also to the principal(s), officer(s), and owner(s) of the business organization.

The Proposer agrees to indemnify the Authority for any costs and expenses, including but not limited to audit costs, attorneys’ fees, and expert witness fees that the Authority incurs due to any fraudulent statement made by the Proposer in regards to this certification.

D.7 Conflict of Interest Policies

Each Proposer must comply with the Conflict of Interest disclosure policies adopted by the Board of Directors as Sections 101.064 through 101.069 of the Authority Policy Code, available for review at the Authority website:

<https://www.mobilityauthority.com/about/policy-disclaimers/code>

or by contacting the RFP Contact identified in Section D.2.

Proposers and team members are required to complete, and to submit with the Proposal, the Authority’s Conflict of Interest Disclosure Statement Form if the Proposer or a team member has a current or previous (defined as one terminating within 12 months prior to submission of the Proposal) business relationship with any of the Authority’s key personnel. The disclosure shall include information on the nature of the relationship, the current status, and the date of termination or expected termination, if known, of the relationship. The Conflict of Interest Disclosure Statement Form is available to review and download from the Authority’s website as an Appendix, at the link provided earlier in this section D.6.

D.8 Procurement Schedule

The following dates are anticipated procurement milestones.

Table 1: Procurement Milestones

Event	Date
Issuance of RFP	January 28, 2020
Clarification Submittal Deadline for questions and requests to clarify from prospective Proposers	February 5, 2020
Prequalification Deadline	February 10, 2020, 5:00 PM CST (local time in Austin, Texas)
Deadline for Authority Response to Clarifications and Addenda	February 20, 2020
One on One Meetings (if necessary)	Week of February 10, 2020
Proposal Due Date	March 16, 2020 4:00 PM CT (local time in Austin, Texas)
Authority Board of Directors selects Best Value Proposer	April 29, 2020
Anticipated Execution of Contract/Issuance of Initial Notice to Proceed (NTP)	June 1, 2020

All times and dates set forth above and stated elsewhere in this RFP are subject to change at the Authority's sole discretion.

D.9 Bonding

Each Proposal must be accompanied by a Proposal Guaranty consisting of a Proposal Bond (on the form provided) in the amount of \$250,000 of the Total Lump Sum Proposal Amount.

A performance bond and a payment bond are required under Article 3.4.2 of the Standard Specifications. A warranty bond is not required for this contract.

The Proposer must provide a letter from the bonding surety indicating its willingness and ability to bond for the amount equivalent to the total contract amount and additional amounts included in the change orders thereafter. The bond shall be renewed 30 days prior to its expiration in accordance with Volume II, Section O, Item 3.4.2 Bonds for the duration of the contract.

D.10 Pre-Proposal Meetings

D.11 One-on-One Meetings

The Authority will hold one-on-one meetings, if necessary, during the week of February 10, 2020, with prospective Proposers to discuss the Project and the RFP.

Requests for Clarification. A prospective Proposer may request clarification or interpretation of any material discrepancy, deficiency, ambiguity, error, or omission in the RFP, or of any provision which the Proposer fails to understand. Any inquiries and comments regarding the Project may be submitted through the CivCastusa.com website, via the template provided, by February 5, 2020, 5:00 PM, CST (local time in Austin, Texas). The Authority will have no obligation to respond to a request submitted after the Clarification Submittal Deadline set forth in Section D.8. No fax or oral requests for clarification or interpretation, whether made in person or by telephone, will be accepted. If a Proposer has meetings or discussions with agencies or entities other than the Authority during the procurement phase, Proposer shall be solely responsible for any Project-related information it receives from other sources.

A request for clarification or interpretation must specifically reference the section, page number, and text of all language in the RFP at issue, unless the request is of general application.

Responses to questions received will be provided to all prospective Proposers, except that the Authority intends to respond individually to those questions identified by a prospective Proposer as confidential or considered by the Authority to include confidential information. In the interest of maintaining a fair process or to comply with applicable law, the Authority reserves the right to disagree with the confidentiality of information provided by a prospective Proposer. The Authority will compile and make available a final set of questions and answers prior to the Proposal Due Date. Each prospective Proposer must make itself available to the Authority to discuss matters it submits to the Authority under this section.

The Authority will not be bound by, and no prospective Proposer shall rely on, any oral communication or representation regarding documents included in the RFP and shall not rely on any communication except written communications from the Authority.

D.12 RFP Addenda and Clarification Notices

If the Authority determines, in its sole discretion, that interpretation or clarification of the RFP or any other consideration requires a revision to this RFP, the Authority will prepare and issue a written addendum. At the Authority's sole discretion, if any addendum significantly impacts this RFP, the Authority may change the Proposal Due Date, and the announcement of such new date will be included in an addendum. All addenda and clarifications will be posted on the CivCast website. It is a prospective Proposer's responsibility to monitor the CivCast website for any information, updates, or announcements regarding this RFP.

For matters not requiring an addendum, the Authority may issue clarification notices listing questions received from Proposers and responses given by Authority. Each Proposer shall acknowledge in its Proposal receipt **all** addenda and clarifications. Failure to acknowledge such receipt may cause the Proposal to be deemed non-responsive and be rejected.

D.13 Submittal Requirements

D.13.1 Due Date, Time, and Location

A Proposer must deliver a Proposal to the Authority at the following address:

**Central Texas Regional Mobility Authority
3300 N. IH-35, Suite 300
Austin, TX 78705**

A Proposal must be received on or before 4:00 PM CT (local time in Austin, Texas) on March 16, 2020. Late submittals will not be accepted.

D.13.2 General Format

A Proposal consists of a Technical Proposal and a separate Price Proposal, submitted to the Authority in a single package, in form as described in Section D.13.3.

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

Original signatures must be signed with blue ink or via an electronic document signature system. The Technical Proposal must not include any pricing information.

The entire Proposal in the form described in Section D.13.3 must be packaged together in a clearly identified and labeled package delivered to the Authority. The outside of the single sealed Proposal package shall be labeled as follows:

System-wide Performance Based Maintenance – Contract #20PROGXXX02M
Proposal

The Date and Time of the Submittal Deadline

To: John Jones

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

System-wide Performance Based Maintenance – Contract #20PROGXXX02M

To: John Jones

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

Price Proposal

System-wide Performance Based Maintenance – Contract #20PROGXXX02M

To: John Jones

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

D.13.3 Quantities

In the separately labeled package for the Technical Proposal described in Section D.13.2, the Proposer shall submit an electronic copy of the Technical Proposal with appendices on a USB thumb drive.

In the separately labeled package for the Price Proposal described in Section D.13.2, the Proposer shall submit an electronic copy of the Price Proposal on a USB thumb drive.

D.14 Disqualification

Proposals received after the deadline will be rejected and returned without consideration or evaluation. Failure to use sealed packages or to properly identify and label any Proposal package may result in an inadvertent opening prior to the appointed time and place, and may result in disqualification of the Proposal. Proposer is responsible for any consequences, including disqualification of the Proposal, that may result from such inadvertent opening if the Authority determines that Proposer did not precisely follow the instructions in this RFP. It is Proposer’s sole responsibility to see that its Proposal is timely submitted and timely received as required.

A Proposer shall provide responses to all information requested in the RFP. Failure to respond or to provide requested information may result in a determination by the Authority, in its sole discretion, that a Proposal is non-responsive.

D.15 Technical Proposal Requirements

D.15.1 Technical Proposal Format

Except for charts, exhibits and other illustrative and graphical information, all information shall be formatted to print on 8.5-inch by 11-inch paper. Charts, exhibits, and other illustrative and

graphical information may be formatted to print on 11-inch by 17-inch paper. The 11-inch by 17-inch pages shall not be used for text. Typed 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.

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.

D.15.2 Content and Evaluation Criteria

The total maximum page limit for the Technical Proposal is **75 pages**, excluding personnel resumés and other certifications and documentation listed in Section D.16. The Technical Proposal **MUST** be organized to correspond to the items listed in Table 2.

Resumés should be added as an attachment and will not count toward page limitations.

Please refer to Volume II, Specifications, Section P.5.2, Maintenance Management Plan and Work Schedules for additional information regarding Maintenance Management Plan (MMP) content.

Table 2: Technical Proposal Scoring

Plan Section	Points
I. Project Administration	15
<u>I.A. Organizational Diagram and Staffing Plan</u>	<u>5</u>
<i>I.A.1. Organizational Diagram</i>	<i>1</i>
<i>I.A.2. Staffing Plan</i>	<i>1</i>
<i>I.A.3. Key Personnel</i>	<i>1</i>
<i>I.A.4. Facilities</i>	<i>1</i>
<i>I.A.5 Subcontractors</i>	<i>1</i>
<u>I.B. Procedures to Meet Performance Requirements</u>	<u>7</u>
<i>I.B.1. Procedures</i>	<i>3</i>
<i>I.B.2. Reporting</i>	<i>1</i>
<i>I.B.3. Resources</i>	<i>1</i>
<i>I.B.4. Action Plan</i>	<i>2</i>
<u>I.C. Computerized Maintenance Management System (CMMS)</u>	<u>3</u>
<i>I.C.1. CMMS Data Entry</i>	<i>1</i>
<i>I.C.2. CMMS Training Coordination</i>	<i>1</i>
<i>I.C.3. CMMS Quality Control</i>	<i>1</i>
II. Lane Closure Notification and Traffic Control Plan	5
<u>II.A. Notification</u>	<u>1</u>
<u>II.B. Implementation of TCP</u>	<u>2</u>
<u>II.C. Management of TCP</u>	<u>2</u>
III. Vegetation Management Plan	10
<u>III.A. Vegetation Management</u>	<u>5</u>
<u>III.B. Aesthetics Management</u>	<u>2</u>
<u>III.C. Herbicide Management</u>	<u>3</u>
<i>III.C.1. Weed Control</i>	<i>2</i>
<i>III.C.2. Maintenance of Records</i>	<i>1</i>
IV. Quality Management Plan	6
<u>IV.A. Quality Management Plan</u>	<u>5</u>
<i>IV.A.1. QMP Policies and Procedures</i>	<i>1</i>
<i>IV.A.2. QMP Staffing</i>	<i>1</i>
<i>IV.A.3. Management of QMP</i>	<i>1</i>
<i>IV.A.4. QMP Reporting</i>	<i>1</i>
<i>IV.A.5. QMP Revision</i>	<i>1</i>
<u>IV.B. Document Management Plan</u>	<u>1</u>

Plan Section	Points
V. Safety and Health Plan	4
<u>V.A. Safety and Health Plan Policies and Procedures</u>	<u>1</u>
<u>V.B. Safety and Health Plan Staffing</u>	<u>1</u>
<u>V.C. Incident Response Plan</u>	<u>1</u>
<u>V.D. Management of the Safety and Health Plan</u>	<u>1</u>
VI. Communications Plan	10
<u>VI.A. Agency Coordination</u>	<u>8</u>
<u>VI.B. Response to Complaints and Service Requests</u>	<u>2</u>
VII. Incident Management Plan	10
<u>VII.A. IMP Procedures</u>	<u>7</u>
<u>VII.B. IMP Staffing</u>	<u>2</u>
<u>VII.C. Management of IMP</u>	<u>1</u>
VIII. Hazardous Materials Management Plan	10
<u>VIII.A. HazMat Plan Procedures</u>	<u>5</u>
<u>VIII.B. HazMat Plan Staffing</u>	<u>3</u>
<u>VIII.C. Management of HazMat Plan</u>	<u>2</u>
IX. Snow and Ice Control Plan	10
<u>IX.A. S&I Control Plan Preparation</u>	<u>3</u>
<u>IX.B. S&I Control Plan Staffing and Resources</u>	<u>5</u>
<u>IX.C. S&I Control Plan Reporting</u>	<u>1</u>
<u>IX.D. Management of S&I Control Plan</u>	<u>1</u>
X. Transition Plan	5
<u>X.A. Transition Plan Procedures</u>	<u>1</u>
<u>X.B. Transition Plan Implementation</u>	<u>3</u>
<u>X.C. Transition Plan Reporting</u>	<u>1</u>
XI. Value Added Concept	10
XII. DBE Performance Plan	5
<u>XII.A. DBE Outreach Program</u>	<u>2</u>
<u>XII.B. DBE Plan Participation</u>	<u>2</u>
<u>XII.C. DBE Plan Reporting</u>	<u>1</u>
TOTAL POSSIBLE POINTS =	100

D.16 Proposer Certification and Documentation

In addition to the requirements outlined above, the Proposer shall provide the following forms and documentation with the Proposal. The Receipt of Addenda form are to be included with the Appendices of the Technical Proposal. The Proposal Bond is to be submitted in a separate package with the Price Proposal.

D.16.1 Included in Appendices of Technical Proposal

1. Non-Collusion Affidavit Form: The Proposal shall include Form A-1, certifying that the Proposal is not the result of and has not been influenced by collusion.
2. Debarment Affidavit Form: The Proposal shall include Form A-2, certifying the Proposer is compliance with Section D.6, Debarment.
3. Child Support Statement: The Proposal shall include Form A-3, certifying the Proposer is compliance with Texas Family Code, Section 231.006.
4. Proposal Bond Form: The Proposal shall include Form A-4 with the appropriate bond as described in section D.2.
5. Receipt of Addenda Form: The Proposal shall include Form A-5 acknowledging receipt of all addenda and clarifications.

D.17 Price Proposal Requirements

D.17.1 General

The total price offered by Proposer for its Proposal must be completed and submitted on the Price Proposal Form included as Section F of this RFP. If a Proposer's Price Proposal Form does not include all required pricing information, the Proposal will be considered non-responsive. All prices included in the Price Proposal shall be in U.S. dollar currency only.

D.17.2 Proposal Price Guarantee

The Proposer's Price Proposal shall initially be valid for acceptance by the Authority for a period of 180 days after the Proposal Date.

D.17.3 Proposal Bond

The Proposal shall include a Proposal Bond in the form of Form A-4 from a surety meeting the requirements of this RFP.

D.18 Evaluation Process

The Authority 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 Authority. The intent of the Authority in this evaluation process is to create a fair and uniform basis for the evaluation of the Proposals.

The Authority 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 Authority) 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, Authority.

The Authority's Executive Director will appoint an Evaluation and Selection Recommendation Committee (ESRC) to evaluate the Technical Proposal and a Price Evaluation Committee (PEC) to evaluate the Price Proposal. Each committee may be assisted by technical advisory subcommittees and price evaluation advisors comprised of additional staff or consultants as needed. The primary responsibility of these subcommittees will be to assist the ESRC and PEC in making an educated and informed assessment of the individual strengths and weaknesses of the Proposals. The committees' separate evaluation of the Technical Proposal and Price Proposal will be retained until initial evaluations are made, and the separate recommendations are submitted to the Director of Engineering or his designee. The Director of Engineering will combine the price factors and technical factors and submit his recommendations to the Executive Director. The Executive Director will submit his recommendation to the Board of Directors.

The evaluation and selection process described in this section is subject to modification by the Authority, in its sole discretion, subject to the Authority's Procurement Policies and other applicable law. Any modifications to the evaluation and selection process will be distributed as addenda to these ITPs.

D.19 Pass/Fail Criteria

The Authority will conduct an initial review of each Technical Proposal for responsiveness to the following requirements:

1. Total maximum page limit does not exceed 75 pages.
2. The Proposer has delivered letters from a surety or an insurance company meeting the requirements of the Contract, indicating that the surety will issue payment and performance bonds, as required by the Contract, if the Proposer is awarded the Contract.
3. Proposer information, certifications, and documents listed in Section D.16 are included in the Proposal and are complete, accurate, and responsive.
4. Proposer has been notified by the Authority of prequalification as per the requirements in Section B.

Proposers failing to achieve a passing score on any of the pass/fail portions of the evaluation may not be eligible for recommendation by the ESRC. The ESRC will forward initial pass/fail Proposal assessments to the Authority Director of Engineering with an initial statement of sufficiency, recommendations for clarification, or recommendation for disqualification.

D.20 Technical Proposal Evaluation

The Technical Proposal shall be reviewed, evaluated, scored, and ranked by the ESRC by evaluating and scoring the responses to information required under Section D.15. The Authority 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.

THE AUTHORITY RESERVES THE RIGHT TO ELIMINATE A PROPOSAL FROM FURTHER EVALUATION BY THE EVALUATION AND SELECTION RECOMMENDATION COMMITTEE IF THE TECHNICAL SCORE FALLS BELOW 70 POINTS.

The Technical Score will be weighted at 40% of the Final Score.

D.21 Price Proposal Evaluation

To the extent reasonably practicable, the PEC will conduct a blind review of the Price Proposals. The Authority RFP Contact will separate and provide the Price Proposal information to the PEC in a manner that reasonably ensures the PEC does not know which Proposer submitted any Price Proposal.

The Price Proposals of Proposers will be evaluated against each other at a maximum of 100 points using the following formula:

$$PPS = (LPP / PP) \times 95 + (LOPP / OPP) \times 5$$

Where:	PPS	=	Price Proposal Score
	LPP	=	Lowest Price Proposal
	PP	=	Price Proposal
	LOPP	=	Lowest Option Price Proposal
	OPP	=	Option Price Proposal

The Price Proposal Scores will be weighted at 60% of the Final Score.

D.22 Final Selection Process – Best Value Determination

Upon conclusion of the evaluations of the Technical Proposals and the Price Proposals evaluated by the ESRC and PEC, the Director of Engineering (or his designee) will perform the final Best Value calculation to determine the “Final Total Proposal Score” (FTPS) and the final Best Value ranking. The Director of Engineering will use a price-to-technical scoring ratio of 60:40 to evaluate the Proposals. The FTPS for each Proposer is calculated by the following formula, with the Proposer whose score is the highest FTPS being the recommended Best Value Proposer.

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

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

The Executive Director will recommend the Proposer whose Proposal represents the best value for the Authority, taking into consideration the scoring performed by the Director of Engineering and the criteria to be considered under the Section 401.017 of the Authority Policy Code.

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 Authority taking into account the criteria to be considered under the Section 401.017 of the Authority Policy Code.

D.23 Requests for Revisions and Resubmittal of Proposals

The Executive Director may, at any time after receipt of Proposals and prior to final award and execution of the Contract, determine that it is appropriate to request changes to the Proposals (Proposal Revisions). A request for Proposal Revisions will identify any revisions to the Proposals and will specify terms and conditions applicable to the Proposal Revisions, including identifying a time and date for delivery. If Proposal Revisions are requested, the term Proposal, as used in the RFP, shall mean the original Proposal, as modified by the Proposal Revision.

Upon receipt of Proposal Revisions from Proposers, the Authority will reevaluate the Proposals, as revised, according to the terms and conditions applicable to the Proposal Revisions.

D.24 Best and Final Offers

Although the Authority does not currently intend to request Best and Final Offers (BAFOs), it reserves the right to do so. In the sole discretion of the Executive Director, after evaluating a Proposal, the Executive Director may discuss acceptable or potentially acceptable proposals with those Proposers who are determined to be reasonably qualified for the award of the Contract to assess a Proposer's ability to meet the requirements established in the RFP. If requested by the Authority, a proposer may revise a Proposal after submission and before award for the purpose of offering a Proposal that establishes the Proposer's best and final offer.

If a Proposer requested to submit a Proposal Revision or BAFO fails to provide the Proposal Revision or BAFO, or delivers a Proposal Revision or BAFO that is deemed unacceptable or late, the Authority shall have the right to consider as valid such Proposer's initial or subsequently revised Proposal and to award the Contract to such Proposer based on its initial or subsequently revised Proposal.

D.25 Finalizing the Contract

D.25.1 Negotiations with Best Value Proposer

After the Board has selected the Proposer and Proposal that provides the best value for the Authority, the Executive Director and the selected Proposer shall finalize negotiations in accordance with Volume II Specifications, Section P.5.2 Maintenance Management Plan and Work Schedules, and with Board approval, execute a Contract. A selected Proposer will be deemed to have failed to engage in good faith negotiations with the Authority and shall forfeit the Proposal

Bond if the Proposer fails to attend and actively participate in reasonably scheduled negotiation meetings with the Authority, or if the Proposer, in the opinion of the Executive Director, unreasonably insists on terms or conditions for any document to be negotiated or provided by the Proposer hereunder that is fundamentally inconsistent with the Contract Documents set forth in this RFP or an addendum to the RFP.

The terms of the contract shall incorporate the terms set forth in the RFP and the best and final offer submitted by the first choice candidate, but if the proposal conflicts with the RFP, the RFP shall control unless the Authority elects otherwise. If the Executive Director and the first choice candidate cannot agree on the terms and conditions of a contract, the Executive Director may submit a contract to the Proposer whose proposal is the next most favorable to the Authority (second-choice candidate). If agreement is not reached with the second choice candidate, the process may be continued with remaining Proposers in like manner, but the Authority shall have no obligation to submit a contract to the next highest-ranked proposer if the Authority determines at any time during the process that none of the remaining proposals is acceptable or otherwise within the best interest of the Authority.

D.25.2 Execution and Delivery of the Contract

After notice of award and reaching an agreement with the selected Proposer on the terms and conditions of a Contract to be executed by the parties, the Authority will deliver four sets of execution copies of the Contract to the selected Proposer along with the number of sets of execution copies requested by the Proposer. To execute the Contract, the selected Proposer must satisfy the Authority's contract award requirements by executing and delivering the Contract together with all the other required documents described below, within 10 days of receipt of the execution copies of the Contract from Authority. The Authority will retain two sets of the Contract and return the rest of the executed copies of the Contract within 10 days of receipt of all required documents from the Proposer.

The successful Proposer shall deliver the following required documents to the Authority upon issuance of Notice to Proceed (NTP):

1. Evidence of insurance required to be provided by the Proposer under the Contract.
2. Payment and Performance Bonds in the form attached to the Contract.

D.26 Authority Rights

Notwithstanding any language in this RFP to the contrary, the Authority reserves the right, in its sole discretion, to:

1. Investigate the qualifications of any Proposer under consideration.
2. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.
3. Require confirmation of information furnished by a Proposer.
4. Require additional information from a Proposer concerning its Proposal.

5. Seek and receive clarification to a Proposal.
6. Require evidence of qualifications to perform the Work.
7. Modify the RFP process.
8. Reject any or all of the Proposals.
9. Issue a new RFP.
10. Cancel, modify or withdraw the entire RFP, or any part thereof.
11. Issue addenda, supplements and modifications to this RFP.
12. Modify the RFP by issuance of an addendum (including the ability to request a resubmittal of Proposals).
13. Appoint evaluation committees to review Proposals, make recommendations, and seek the assistance of outside technical experts and consultants in Proposal evaluation.
14. Revise and modify, at any time, the factors it will consider in evaluating responses to this RFP and to otherwise revise or expand its evaluation methodology.
15. Hold meetings and conduct discussions and correspondence with one or more of the Proposers responding to the RFP to seek an improved understanding and evaluation of the responses to this RFP.
16. Waive or permit corrections to data submitted with any response to this RFP, provided those corrections do not materially affect the Proposal.
17. Waive or permit submittal of addenda and supplements to data previously provided with any responses to this RFP, provided the submittal does not materially affect the Proposal.
18. Waive deficiencies, informalities and irregularities in Proposals; accept and review a non-conforming Proposal or seek clarifications or modifications to a Proposal.
19. Accept other than the lowest Price Proposal.
20. Disqualify any Proposer that changes its submittal without Authority approval.
21. Suspend and/or terminate discussions at any time, elect not to commence discussions with any responding Proposer, and elect to engage in discussions with other than the highest ranked Proposer.
22. Cancel a contract signed by the selected Proposer but not yet executed by the Authority.
23. Not issue NTP after execution of the contract.

This RFP does not commit the Authority to enter into a contract or proceed with the procurement described herein. The Authority assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All of such costs shall be borne solely by each Proposer and Proposer team.

In no event shall the Authority be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as a contract, in form and substance satisfactory to the Authority, has been authorized by the Authority Board of Directors and executed by the Executive Director on behalf of the Authority, then, only to the extent set forth therein.

Section E

Bid Item Completion Examples

E. BID ITEM COMPLETION EXAMPLES

EXAMPLE

ITEM CODE	DESCRIPTION AND UNIT PRICING WRITTEN IN WORDS	UNIT OF MEASURE	APPROXIMATE QUANTITY
190 026	RED OAK 1 1/2" - 1 3/4" GAL BB for <u>One hundred fifty</u> Dollars and <u>Zero</u> Cents	EA	9.00

Unit Price for each plant in place

EXAMPLE

249 014	FLEX BASE (DEL)(DENSCOT)(TY A GR4 CL2) for <u>Seven</u> Dollars and <u>Fifty three</u> Cents	TON	56,787.00
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Unit Price for each ton of Flexible Base

EXAMPLE

430 001 001	CL A CONC FOR EXT STR (CULV) for <u>Three hundred five</u> Dollars and <u>No</u> Cents	CY	45.00
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Unit Price for each cubic yard of Concrete

EXAMPLE

610 007 001	RDWY ILL ASSEM(TY ST 50T-8-8)(.4 KW)S for <u>Fourteen hundred sixteen</u> Dollars and <u>Thirty seven</u> Cents	EA	13.00
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Unit Price of each Roadway Illumination Assembly

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Section F
Price Proposal Form

F. PRICE PROPOSAL FORM

Item Code	Description and Unit Pricing in Writing	Unit of Measure	Approximate Quantity	Unit Price (in Figures)		Amount (in Figures)	
				Dollars	Cents	Dollars	Cents
168RMA 0001	VEGETATIVE WATERING for _____ Dollars and _____ Cents per Gallon	GAL	200,000				
500 0001	MOBILIZATION (183A TOLL) for _____ Dollars and _____ Cents per Lump Sum	LS	1				
500 0002	MOBILIZATION (290 TOLL) for _____ Dollars and _____ Cents per Lump Sum	LS	1				
500 0003	MOBILIZATION (EXPRESS 1 TOLL) for _____ Dollars and _____ Cents per Lump Sum	LS	1				
500 0004	MOBILIZATION (71 TOLL) for _____ Dollars and _____ Cents per Lump Sum	LS	1				
500 0005	MOBILIZATION (45 TOLL) for _____ Dollars and _____ Cents per Lump Sum	LS	1				
500 0006	MOBILIZATION (183 TOLL - INTERIM) for _____ Dollars and _____ Cents per Lump Sum	LS	1				
500 0007	MOBILIZATION (183 TOLL) for _____ Dollars and _____ Cents per Lump Sum	LS	1				
500 0008	MOBILIZATION (183A PH III PROJECT) for _____ Dollars and _____ Cents per Lump Sum	LS	1				
500 0009	MOBILIZATION (183 NORTH PROJECT) for _____ Dollars and _____ Cents per Lump Sum	LS	1				
500 0010	MOBILIZATION (MOPAC SOUTH PROJECT) for _____ Dollars and _____ Cents per Lump Sum	LS	1				
0658RMA 0001	INSTALL DEL ASSM (PEXCO FG300 28") for _____ Dollars and _____ Cents per Each	EA	3,000				
0658RMA 0002	INSTALL DEL POST (PEXCO FG300 28") for _____ Dollars and _____ Cents per Each	EA	14,000				
0658RMA 0003	INSTALL DEL ASSM (PEXCO FG300 36") for _____ Dollars and _____ Cents per Each	EA	27,000				
0658RMA 0004	INSTALL DEL POST (PEXCO FG300 36") for _____ Dollars and _____ Cents per Each	EA	136,000				
7667RMA 0001	PERFORMANCE BASED MAINTENANCE (183A TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0002	PERFORMANCE BASED MAINTENANCE (290 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				

Item Code	Description and Unit Pricing in Writing	Unit of Measure	Approximate Quantity	Unit Price (in Figures)		Amount (in Figures)	
				Dollars	Cents	Dollars	Cents
7667RMA 0003	PERFORMANCE BASED MAINTENANCE (EXPRESS 1 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0004	PERFORMANCE BASED MAINTENANCE (71 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0005	PERFORMANCE BASED MAINTENANCE (45 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0006	PERFORMANCE BASED MAINTENANCE (183 TOLL - INTERIM) (LIMITED MAINTENANCE SERVICES) for _____ Dollars and _____ Cents per Month	MO	2				
7667RMA 0007	PERFORMANCE BASED MAINTENANCE (183 TOLL) for _____ Dollars and _____ Cents per Month	MO	58				
7667RMA 0008	PERFORMANCE BASED MAINTENANCE (183A PH III PROJECT) for _____ Dollars and _____ Cents per Month	MO	30				
7667RMA 0009	PERFORMANCE BASED MAINTENANCE (183 NORTH PROJECT) for _____ Dollars and _____ Cents per Month	MO	18				
7667RMA 0010	PERFORMANCE BASED MAINTENANCE (MOPAC SOUTH PROJECT) for _____ Dollars and _____ Cent per Month	MO	6				
7667RMA 0011	PERFORMANCE BASED MAINTENANCE (BUILDING/FACILITIES) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0012	PERFORMANCE BASED MAINTENANCE (SUPS & TRAILHEADS – 183A TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0013	PERFORMANCE BASED MAINTENANCE (SUPs & TRAILHEADS – 290 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0014	PERFORMANCE BASED MAINTENANCE (SUPs & TRAILHEADS – EXPRESS 1 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0015	PERFORMANCE BASED MAINTENANCE (SUPs & TRAILHEADS – 71 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0016	PERFORMANCE BASED MAINTENANCE (SUPs & TRAILHEADS – 45 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				

Item Code	Description and Unit Pricing in Writing	Unit of Measure	Approximate Quantity	Unit Price (in Figures)		Amount (in Figures)	
				Dollars	Cents	Dollars	Cents
7667RMA 0018	PERFORMANCE BASED MAINTENANCE (SUPs & TRAILHEADS – 183 TOLL) for _____ Dollars and _____ Cents per Month	MO	59				
7667RMA 0019	PERFORMANCE BASED MAINTENANCE (SUPs & TRAILHEADS – 183A PH III PROJECT) for _____ Dollars and _____ Cents per Month	MO	30				
7667RMA 0020	PERFORMANCE BASED MAINTENANCE (SUPs & TRAILHEADS – 183 NORTH PROJECT) for _____ Dollars and _____ Cents per Month	MO	18				
7667RMA 0021	PERFORMANCE BASED MAINTENANCE (SUPs & TRAILHEADS – MOPAC SOUTH PROJECT) for _____ Dollars and _____ Cents per Month	MO	6				
7667RMA 0022	PERFORMANCE BASED MAINTENANCE (LANDSCAPING – 183A TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0023	PERFORMANCE BASED MAINTENANCE (LANDSCAPING – 290 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0024	PERFORMANCE BASED MAINTENANCE (LANDSCAPING – 71 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0025	PERFORMANCE BASED MAINTENANCE (LANDSCAPING – 45 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0026	PERFORMANCE BASED MAINTENANCE (LANDSCAPING – EXPRESS 1 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0028	PERFORMANCE BASED MAINTENANCE (LANDSCAPING – 183 TOLL) for _____ Dollars and _____ Cents per Month	MO	59				
7667RMA 0029	PERFORMANCE BASED MAINTENANCE (LANDSCAPING - 183A PH III PROJECT) for _____ Dollars and _____ Cents per Month	MO	30				
7667RMA 0030	PERFORMANCE BASED MAINTENANCE (LANDSCAPING - 183 NORTH PROJECT) for _____ Dollars and _____ Cents per Month	MO	18				
7667RMA 0031	PERFORMANCE BASED MAINTENANCE (LANDSCAPING - MOPAC SOUTH PROJECT) for _____ Dollars and _____ Cents per Month	MO	6				

Item Code	Description and Unit Pricing in Writing	Unit of Measure	Approximate Quantity	Unit Price (in Figures)		Amount (in Figures)	
				Dollars	Cents	Dollars	Cents
7667RMA 0032	PERFORMANCE BASED MAINTENANCE (ROUTINE VEGETATION MANAGEMENT – 183A TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0033	PERFORMANCE BASED MAINTENANCE (ENHANCED VEGETATION MANAGEMENT – 183A TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0034	PERFORMANCE BASED MAINTENANCE (ROUTINE VEGETATION MANAGEMENT – 290 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0035	PERFORMANCE BASED MAINTENANCE (ENHANCED VEGETATION MANAGEMENT – 290 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0036	PERFORMANCE BASED MAINTENANCE (ROUTINE VEGETATION MANAGEMENT – 71 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0037	PERFORMANCE BASED MAINTENANCE (ENHANCED VEGETATION MANAGEMENT – 71 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0038	PERFORMANCE BASED MAINTENANCE (ROUTINE VEGETATION MANAGEMENT – 45 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0039	PERFORMANCE BASED MAINTENANCE (ENHANCED VEGETATION MANAGEMENT – 45 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0040	PERFORMANCE BASED MAINTENANCE (ROUTINE VEGETATION MANAGEMENT – EXPRESS 1 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0041	PERFORMANCE BASED MAINTENANCE (ENHANCED VEGETATION MANAGEMENT – EXPRESS 1 TOLL) for _____ Dollars and _____ Cents per Month	MO	60				
7667RMA 0042	PERFORMANCE BASED MAINTENANCE (ROUTINE VEGETATION MANAGEMENT – 183 TOLL) for _____ Dollars and _____ Cents per Month	MO	59				
7667RMA 0043	PERFORMANCE BASED MAINTENANCE (ENHANCED VEGETATION MANAGEMENT – 183 TOLL) for _____ Dollars and _____ Cents per Month	MO	59				

Item Code	Description and Unit Pricing in Writing	Unit of Measure	Approximate Quantity	Unit Price (in Figures)		Amount (in Figures)	
				Dollars	Cents	Dollars	Cents
7667RMA 0044	PERFORMANCE BASED MAINTENANCE (ROUTINE VEGETATION MANAGEMENT – 183A PH III PROJECT TOLL) for _____ Dollars and _____ Cents per Month	MO	30				
7667RMA 0045	PERFORMANCE BASED MAINTENANCE (ENHANCED VEGETATION MANAGEMENT – 183A PH III PROJECT) for _____ Dollars and _____ Cents per Month	MO	30				
7667RMA 0046	PERFORMANCE BASED MAINTENANCE (ROUTINE VEGETATION MANAGEMENT – 183 NORTH PROJECT) for _____ Dollars and _____ Cents per Month	MO	18				
7667RMA 0047	PERFORMANCE BASED MAINTENANCE (ENHANCED VEGETATION MANAGEMENT – 183 NORTH PROJECT) for _____ Dollars and _____ Cents per Month	MO	18				
7667RMA 0048	PERFORMANCE BASED MAINTENANCE (ROUTINE VEGETATION MANAGEMENT – MOPAC SOUTH PROJECT) for _____ Dollars and _____ Cents per Month	MO	6				
7667RMA 0049	PERFORMANCE BASED MAINTENANCE (ENHANCED VEGETATION MANAGEMENT – MOPAC SOUTH PROJECT) for _____ Dollars and _____ Cents per Month	MO	6				
7668RMA 0001	SNOW AND ICE CONTROL (SHADOW VEHICLE) for _____ Dollars and _____ Cents per hour	HR	3,600				
7668RMA 0002	SNOW AND ICE CONTROL (SPREADER) for _____ Dollars and _____ Cents per hour	HR	6,200				
7668RMA 0003	SNOW AND ICE CONTROL (LOADER) for _____ Dollars and _____ Cents per hour	HR	1,600				
7668RMA 0004	SNOW AND ICE CONTROL (SPRAY RIG) for _____ Dollars and _____ Cents per hour	HR	3,600				
7668RMA 0005	SNOW AND ICE CONTROL SEASON (183A TOLL) for _____ Dollars and _____ Cents per Month	MO	25				
7668RMA 0006	SNOW AND ICE CONTROL SEASON (290 TOLL) for _____ Dollars and _____ Cents per Month	MO	25				
7668RMA 0007	SNOW AND ICE CONTROL SEASON (EXPRESS 1 TOLL) for _____ Dollars and _____ Cents per Month	MO	25				
7668RMA 0008	SNOW AND ICE CONTROL SEASON (71 TOLL) for _____ Dollars and _____ Cents per Month	MO	25				

Item Code	Description and Unit Pricing in Writing	Unit of Measure	Approximate Quantity	Unit Price (in Figures)		Amount (in Figures)	
				Dollars	Cents	Dollars	Cents
7668RMA 0009	SNOW AND ICE CONTROL SEASON (45 TOLL) for _____ Dollars and _____ Cents per Month	MO	25				
7668RMA 0010	SNOW AND ICE CONTROL SEASON (183 TOLL - FULL) for _____ Dollars and _____ Cents per Month	MO	25				
7668RMA 0011	SNOW AND ICE CONTROL SEASON (183A PH III PROJECT) for _____ Dollars and _____ Cents per Month	MO	15				
7668RMA 0012	SNOW AND ICE CONTROL SEASON (183 NORTH PROJECT) for _____ Dollars and _____ Cents per Month	MO	10				
7668RMA 0013	SNOW AND ICE CONTROL SEASON (MOPAC SOUTH PROJECT) for _____ Dollars and _____ Cents per Month	MO	5				
7669RMA 0001	1 Lane Closure – 2 Lane Road, No Shoulders (TY 1) for _____ Dollars and _____ Cents per Each	EA	5				
7669RMA 0002	1 Lane Closure – 2 Lane Road, Paved Shoulders (TY 2) for _____ Dollars and _____ Cents per Each	EA	5				
7669RMA 0003	1 Lane Closure – 4 Lane Road (TY 3) for _____ Dollars and _____ Cents per Each	EA	10				
7669RMA 0004	2 Lane Closure – 4 Lane Road (TY 4) for _____ Dollars and _____ Cents per Each	EA	10				
7669RMA 0005	Freeway 1 Lane Closure (TY 5) for _____ Dollars and _____ Cents per Each	EA	15				
7669RMA 0006	Freeway 2 Lane Closure (TY 6) for _____ Dollars and _____ Cents per Each	EA	10				
7669RMA 0007	Freeway 3 Lane Closure (TY 7) for _____ Dollars and _____ Cents per Each	EA	5				
7669RMA 0008	Freeway 4 Lane Closure (TY 8) for _____ Dollars and _____ Cents per Each	EA	5				
7669RMA 0009	Exit or Entrance Ramp Closure (TY 9) for _____ Dollars and _____ Cents per Each	EA	10				
7669RMA 0010	Freeway Closure Sequence Daytime Only (TY 10) for _____ Dollars and _____ Cents per Each	EA	5				
7669RMA 0011	Complete Freeway Closure (TY 11) for _____ Dollars and _____ Cents per Each	EA	5				
7669RMA 0012	1 Lane Frontage Road Closure (TY 12) for _____ Dollars and _____ Cents per Each	EA	15				

Item Code	Description and Unit Pricing in Writing	Unit of Measure	Approximate Quantity	Unit Price (in Figures)		Amount (in Figures)	
				Dollars	Cents	Dollars	Cents
7669RMA 0013	2 Lane Frontage Road Closure (TY 13) for _____ Dollars and _____ Cents per Each	EA	15				
7669RMA 0014	1 Lane Connecting Ramp Closure (TY 14) for _____ Dollars and _____ Cents per Each	EA	5				
7669RMA 0015	2 Lane Connecting Ramp Closure (TY 15) for _____ Dollars and _____ Cents per Each	EA	5				
7669RMA 0016	Work Area on Shoulder (TY 16) for _____ Dollars and _____ Cents per Each	EA	10				
7669RMA 0017	Frontage Road Intersection with a 2-way Traffic Closure on the Arterial Street (TY 17) for _____ Dollars and _____ Cents per Each	EA	5				
7669RMA 0018	Turn Around Closure (TY 18) for _____ Dollars and _____ Cents per Each	EA	5				
7669RMA 0019	Mobile Operation (TY 19) for _____ Dollars and _____ Cents per hour	HR	80				
7669RMA 0020	Furnish Additional Truck Mounted Attenuator (TMA) (TY 20) for _____ Dollars and _____ Cents per hour	HR	120				
7669RMA 0021	Furnish Additional Portable Changeable Message Sign (PCMS) (TY 21) for _____ Dollars and _____ Cents per Day	DAY	15				
7669RMA 0022	Pilot Vehicle and Operator (TY 22) for _____ Dollars and _____ Cents per Hour	HR	40				
7671RMA 0001	WORK ORDER ALLOWANCE for Two Million _____ Dollars and Zero _____ Cents per Lump Sum	LS	1	500,000	00	500,000	00
	TOTAL BID AMOUNT for _____ Dollars and _____ Cents						

Units of measure: EA – each; HR – hour; LS – lump sum; MO – month; Vert – vertical foot

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Section G

Form A-1: Non Collusion Affidavit

Form A-2: Debarment Affidavit

Form A-3: Child Support Statement

**G. Form A-1 – Non-Collusion Affidavit, Form A-2 – Debarment Affidavit;
Form A-3 – Child Support Statement**

Central Texas Regional Mobility Authority

SYSTEM-WIDE PERFORMANCE BASED MAINTENANCE

CONTRACT NO. 20PROGXXX02M

NON-COLLUSION AFFIDAVIT

STATE OF
COUNTY OF

I, _____ of the City of
_____, County of _____, and State of
_____, being of full age and duly sworn according to law on my oath
depose and say:

That I am (Title) of the Bidder making the Bid submitted to the Central Texas Regional Mobility Authority, on the _____ day of _____, 2020, for Contract No. 20PROGXXX02M in connection with the System-wide Performance Based Maintenance Contract; that I executed the said Bid with full authority to do so;

The said Bidder has not, directly or indirectly, entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding or which would increase the cost of construction or maintenance in connection with the said Contract; that no person or selling agency has been employed or retained to solicit or secure the said Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide full-time employees;

And that said Bidder is or has been a member of the following highway contractors' association during the preceding twelve months:

Name of Association	Location of Principal Office
_____	_____
_____	_____
_____	_____

I further warrant that all statements contained in said Bid and in this Affidavit are true and correct and made with full knowledge that the said Authority relies upon the truth of the statements contained in said Bid and in this Affidavit in awarding the said Contract.

Sworn to and subscribed
before me this
day of
2020.

By: _____
Person Signing Bid

Print Name: _____
Title: _____

Notary Public

My commission expires:

[Duplicate or modify this form as necessary so that it accurately describes the entity making the proposal and so that it is signed on behalf of all partners, members and Major Participants of the proposer.]

Form A-2 – Debarment Affidavit

Form A-3 – Child Support Statement

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H. FORM A-4 – PROPOSAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, that the _____, a _____, as “Principal” and _____, as “Surety” or as “Co-Sureties,” each a corporation duly organized under the laws of the State indicated on the attached page, having its principal place of business at the address listed on the attached page, in the State indicated on the attached page, and authorized as a surety in the State of Texas, are hereby jointly and severally held and firmly bound unto the CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (“Authority”), in the sum of _____ (the “Bonded Sum”), for the payment whereof Principal and Surety or Co-Sureties, bind themselves, and their heirs, executors, administrators, representatives, successors, and assigns, jointly and severally, firmly by these presents.

1. **WHEREAS**, the Principal is herewith submitting its Proposal for Contract No. _____, entitled SYSTEM-WIDE PERFORMANCE BASED MAINTENANCE, which Proposal is incorporated herein by this reference and has been submitted pursuant to the Authority’s Request for Proposals (“RFP”);

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that upon occurrence of any of the following events, then this obligation shall be null and void; otherwise it shall remain in full force and effect, and the Bonded Sum will be forfeited to the Authority as liquidated damages and not as a penalty, within 10 days of receipt by Principal and Surety or by Principal and Sureties listed on the attached page (the “Co-Sureties”) of notice of such forfeiture from the Authority:

- (a) Principal's receipt of written notice from the Authority that (i) no contract for the Project will be awarded by the Authority pursuant to the RFP, or (ii) the Contract has been awarded to a different proposer and that said contracts have been fully executed and delivered;
- (b) failure of the Authority to (i) award the Contract to Proposer and (ii) issue Notice-to-Proceed (NTP) within 180 days after the Proposal Date; or
- (c) Principal’s performance of all of its obligations (i) under the RFP in connection with award and/or discussions of the Contract, and (ii) under the Contract required to be performed on or before issuance of the NTP, including the obligation to provide the Performance Bond, the Payment Bond and the insurance thereunder; provided that, Principal’s obligation to provide the Performance Bond and Payment Bond is subject to Surety’s or Co-Sureties’ reasonable approval of changes to the Contract between the Proposal Date and issuance of the NTP.

If the Principal shall fail to promptly and properly fully satisfy the foregoing conditions for release set forth in (c) above or if the Principal is selected for discussions and fails to discuss in good faith,

the Proposer and the Surety or Co-Sureties hereby agree to pay to the Authority the full Bonded Sum herein above set forth, as liquidated damages and not as a penalty, within 10 days after such failure.

The following terms and conditions shall apply with respect to this Bond:

1. If suit is brought on this Bond by the Authority and judgment is recovered, Principal and Surety or Co-Sureties shall pay all costs incurred by the Authority in bringing such suit, including, without limitation, reasonable attorneys' fees and costs as determined by the court.
2. Any extension(s) of the time for issuance of Initial NTP that Principal may grant to the Authority, in accordance with the Contract or otherwise, shall be subject to the consent of Surety or Co-Sureties.
3. This instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
4. Venue for any legal action with respect to this Bond shall be in Travis County, Texas.

SIGNED AND SEALED this _____ day of _____, 2020

Principal/Contractor

By: _____

Co-Surety

By: _____

Attorney in Fact

By: _____

Co-Surety

By:

Attorney in Fact

By:

Co-Surety

By:

Attorney in Fact

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

CO-SURETIES

SURETY NAME

SURETY ADDRESS

INCORPORATED IN

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Section I
Contract Agreement

I. CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2015, between the Central Texas Regional Authority, 3300 N. IH-35, Suite 300, Austin, TX 78705, hereinafter called the Authority and _____, or his, its or their successors, executors, administrators and assigns, hereinafter called the Contractor.

WITNESSETH, that the Contractor agrees with the Authority for the consideration herein mentioned, and at his, its or their own proper cost and expense, to do all the Work and furnish all the materials, equipment, teams, and labor necessary to prosecute and complete and to extinguish all liens therefore, Contract No. 20PROGXXX02M, entitled SYSTEM-WIDE PERFORMANCE BASED MAINTENANCE, in the manner and to the full extent as set forth in the Plans, Special Specifications, Special Provisions, Price Proposal (for the basis of award stated herein below), and other documents related to said Contract, which are on file at the office of the Authority and which are hereby adopted and made part of this Agreement as completely as if incorporated herein, and to the satisfaction of the Authority or its duly authorized representatives who shall have at all times full opportunity to inspect the materials to be furnished and the Work to be done under this Agreement.

This Contract is awarded on the basis of the Total Price Proposal (of _____ dollars and _____ cents (\$ _____)).

In consideration of the foregoing premise, the Authority agrees to pay the Contractor for all items of work performed and materials furnished at the unit prices set forth in the Price Proposal submitted for this Contract, subject to any percentage reductions in the total Contract amount that may be named in the Price Proposal corresponding to the basis of award stated in the above paragraph, and subject to the conditions set forth in the Specifications.

The Contractor agrees as follows:

a. I/WE will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor.

I/WE agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. I/WE in any solicitations or advertising for employees placed by or on behalf of itself, will state that it is an equal opportunity employer.

c. Notices and advertisements and solicitations placed in accordance with federal law, rule, or regulation, shall be deemed sufficient for the purposes of meeting the requirements of this section.

d. Failure by Contractor to fulfill these requirements is a material breach of the Contract, which may result in the termination of this Contract, or such other remedy, as the Authority deems appropriate.

e. All work described in these documents will be completed within 5 years of Notice to Proceed #1.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year written above.

CENTRAL TEXAS REGIONAL MOBILITY
AUTHORITY

By: _____
Mike Heiligenstein
Executive Director

CONTRACTOR:

Business Name

Address

By: _____

Printed Name & Title

(Affix Corporate Seal Here)

INFORMATION ABOUT PROPOSER ORGANIZATION

Proposer’s business address:

(No.)	(Street)	(Floor or Suite)
(City)	(State or Providence)	(ZIP or Postal Code) (Country)

State or County of Incorporation/Formation/Organization:

[Appropriate signature block from below will be inserted after Notice of Award]

1. Sample signature block for corporation or limited liability company:
[Insert the proposer’s name]

By: _____

Printed Name: _____

Title: _____

[Add signatures of additional general partners or members as appropriate]

2. Sample signature block for attorney in fact:
[Insert the proposer’s name]

By: _____

Print Name: _____
Attorney in Fact

Additional Requirements:

- A. If the proposer is a corporation, enter state or country of incorporation in addition to the business address. If the proposer is a partnership, enter state or country of formation. If the proposer is a limited liability company, enter state or country of organization.
- B. Describe in detail the legal structure of the entity making the Proposal. If the proposer is a limited liability entity, attach full names and addresses of all equity holders and other financially responsible entities and the equity ownership interest of each entity. If the proposer is a limited liability company, include an incumbency certificate executed by a Secretary thereof in the form set on the following page listing each officer with signing authority and its corresponding office. Attach evidence to the Proposal and to each letter that the person signing has authority to do so.
- C. With respect to authorization of execution and delivery of the Proposal and the Agreements and validity thereof, if any signature is provided pursuant to a power of attorney, a copy of the power of attorney shall be provided as well as a certified copy of corporate or other appropriate resolutions authorizing said power of attorney. If the Proposer is a corporation, it shall provide evidence of corporate authorization in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If the Proposer is a limited liability company, evidence of authorization would be in the form of a limited company resolution and a managing member resolution providing such authorization, certified by an appropriate officer of the managing member.
- D. The Proposer must also identify those persons authorized to enter discussions on its behalf with the Authority in connection with this Proposal, the Project, and The Agreement. The Proposer shall submit with its Proposal a power of attorney executed by the Proposer and each member, appointing and designating one or more individuals to act for and bind the Proposer in all matters relating to the Proposal.

INCUMBENCY CERTIFICATE

The undersigned hereby certifies to _____ that he/she is the duly elected and acting _____ Secretary of _____ (the "Company"), and that, as such, he/she is authorized to execute this Incumbency Certificate on behalf of the Company, and further certifies that the persons named below are duly elected, qualified and acting officers of the Company, holding on the date hereof the offices set forth opposite their names.

NAME	OFFICE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

IN WITNESS WHEREOF, the undersigned has executed this Incumbency Certificate this _____ day of _____, 20____.

Secretary

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Section J
Performance Bond

J. PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ of the City of _____ County of
_____, and State of _____, as principal, and
_____ authorized under the laws of the State of Texas to act as
surety on bonds for principals, are held and firmly bound unto the Central Texas Regional Mobility
Authority (Authority), in the penal sum of _____
_____ Dollars
(\$ _____) for the payment whereof, the said Principal and Surety bind themselves,
their heirs, administrators, executors, successors, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Authority,
dated the _____ day of _____, 20____ (the
“Contract”), to which the said Agreement, along with the Contract Documents referenced therein
are 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 said Agreement and shall in all respects duly and faithfully
observe and perform all and singular the covenants, conditions and agreements in and by the
Agreement agreed and covenanted by the Principal to be observed and performed, and according
to the true intent and meaning of said Agreement and the Contract Documents hereto annexed,
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 of the 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.

SURETY, for value received, stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the Agreement or to the Work performed thereunder, or to the
Contract Documents referenced therein, shall in anyway affect the obligations on this bond, and it
does hereby waive notice of such change, extension of time, alteration or addition to the terms on
the Agreement, or to the Work to be performed thereunder.

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

PRINCIPAL

SURETY

SIGNATURE

SIGNATURE

NAME & TITLE

NAME & TITLE

ADDRESS

ADDRESS

()
PHONE NUMBER

()
PHONE NUMBER

The name and address of the Resident Agency of Surety is:

()
TELEPHONE NUMBER

SIGNATURE OF LICENSED LOCAL
RECORDING AGENT appointed to
countersign on behalf of Surety (Required by
Art. 21.09 of the Insurance Code)

I, _____, having executed Bonds
SIGNATURE

for _____ do hereby affirm I have
NAME OF SURETY

verified that said Surety is now certified with Authority from either: (a) the Secretary of the Treasury of the United States if the project funding includes Federal monies; or (b) the State of Texas if none of the project funding is from Federal sources; and further, said Surety is in no way limited or restricted from furnishing Bond in the State of Texas for the amount and under conditions stated herein.

Section K
Payment Bond

K. PAYMENT BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____ of the City of _____ County of _____, and State of _____, as Principal (hereinafter referred to as the “Principal”), and _____ authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the “Surety”), are held and firmly bound unto Central Texas Regional Mobility Authority, (hereinafter referred to as the “Authority”), in the penal sum of _____ Dollars (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Authority, dated the _____ day of _____, 20____, to _____ (hereinafter referred to as the “Contract”), which said Contract and the Contract Documents incorporated therein are 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 pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said 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 of the 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.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work performed thereunder, or to the other Contract Documents accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder or to the other Contract Documents accompanying the same.

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

PRINCIPAL SURETY

SIGNATURE SIGNATURE

NAME & TITLE NAME & TITLE

ADDRESS ADDRESS

() _____ () _____
PHONE NUMBER PHONE NUMBER

The name and address of the Resident Agency of Surety is:

() _____
PHONE NUMBER

SIGNATURE OF LICENSED LOCAL
RECORDING AGENT appointed to
countersign on behalf of Surety (Required by
Art. 21.09 of the Insurance Code)

Section L

Form A-3

Receipt of Addenda

L. FORM A-5 – RECEIPT OF ADDENDA

I/We hereby acknowledge receipt of the following addenda and have made the necessary revisions to the Proposal, plans, and specifications, etc., and hereby confirm that these addenda are included in the Proposal.

<u>Addenda #</u>	<u>Signature</u>	<u>Date</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

I understand that failure to confirm receipt of addenda will result in the Proposal being considered non-responsive and will not be considered.

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Section M
Engineer Seals

M. ENGINEER SEALS

ENGINEER SEAL

PROJECT NUMBER: 20PROGXXX02M
DESCRIPTION : System-wide
Performance Based
Maintenance
HIGHWAY : System-wide
COUNTY : Travis, Williamson,
and Hays

The enclosed General Notes, Special Provisions, Special Specifications in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offence under the Texas Engineering Practice Act.



The seal appearing on this document
was authorized by
Michelle E. Stracener, P.E.
January 2020

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