



**CENTRAL TEXAS
Regional Mobility Authority**

AGENDA ITEM #7 SUMMARY

Authorize execution of a contract for landscape maintenance services for Mobility Authority road corridors.

Strategic Plan Relevance: Regional Mobility

Department: Engineering

Associated Costs: \$702,000

Funding Source: General Funds

Board Action Required: Yes

Description of Matter: On March 19, 2013, two bids for landscape maintenance services were received and publicly opened. The bids were reviewed by the GEC and one bid was determined to be nonresponsive.

The Executive Director recommends that the landscape maintenance contract be awarded to the lowest responsive and responsible bidder, Encino Landscape, Inc., for a not to exceed amount of \$702,000.00. If approved, a notice of award can be issued to the successful proposer. Following submittal and review of the contract bond and insurance documents, the contract will be executed and a notice to proceed can be issued.

Reference documentation: Draft Resolution

Contact for further information: Wesley M. Burford, P.E., Director of Engineering

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

RESOLUTION NO. 13-___

**AUTHORIZING EXECUTION OF A CONTRACT FOR LANDSCAPE MAINTENANCE
SERVICES FOR MOBILITY AUTHORITY ROAD CORRIDORS.**

WHEREAS, the Mobility Authority issued an invitation to bid on providing landscape maintenance and associated services for Mobility Authority road corridors on March 3, 2013, and two bids were received and opened immediately following the March 19, 2013, bid response deadline established by the invitation to bid; and

WHEREAS, after reviewing the opened bids to confirm compliance with the Mobility Authority's procurement policies, only one of the two bids was determined to be a responsive bid proposal, and

WHEREAS, after a review and analysis of the proposal by HNTB Corporation, as general engineering consultant for the Mobility Authority, and by Mobility Authority staff, the Executive Director recommends awarding a landscape maintenance contract to the lowest and responsive bidder, Encino Landscape, Inc.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby awards the contract to provide landscape maintenance and associated services for Mobility Authority road corridors to Encino Landscape, Inc., for a total amount not to exceed \$702,000.00; and

BE IT FURTHER RESOLVED that the Board authorizes the Executive Director to finalize and execute the contract on the terms and conditions acceptable to the Executive Director and consistent with Mobility Authority procurement policies, the invitation to bid, the bid proposal package received from Encino Landscape, Inc., and this resolution.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 27th day of March, 2013.

Submitted and reviewed by:

Approved:

Andrew Martin
General Counsel for the Central
Texas Regional Mobility Authority

Ray A. Wilkerson
Chairman, Board of Directors
Resolution Number 13-___
Date Passed: 3/27/13

Central Texas Regional Mobility Authority

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

PROPOSAL DOCUMENTS
CONTRACT
SPECIAL PROVISIONS
SPECIAL SPECIFICATIONS

HNTB Corporation

March 2013

Central Texas Regional Mobility Authority

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

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Central Texas Regional Mobility Authority

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

INVITATION TO BID

Sealed Proposals for the above project will be received by the Central Texas Regional Mobility Authority (Mobility Authority), 301 Congress Avenue, Suite 650, Austin, Texas 78701 until 1:00 p.m. local time, March 19, 2013, at which time and place the bids will be publicly opened and read.

The work under this Contract shall be completed no later than April 30, 2015. The principal work and locations are as follows:

Landscape Maintenance and associated items for 183A Toll Road, Manor Expressway, 183A Field Operations Building, 183A Brushy Creek Pedestrian Bridge and 183A Shared-Use Path.

A Pre-bid meeting will be held at 301 Congress Avenue, Suite 650, Austin, Texas 78701 at 11:00 a.m. local time, on March 7, 2013.

Bids for this Contract must be submitted on completed bidding forms. The successful bidder will be notified in writing.

To submit Proposals for this Contract, prospective bidders should meet the following requirements:

- Be qualified via “Full Prequalification” or “Bidder’s Questionnaire” by the Texas Department of Transportation (TxDOT) for bidding on State projects or within the 90 - day grace period for the preparation of a new qualification statement; or have submitted the Bidder’s Questionnaire or the Confidential Questionnaire and have it on file with TxDOT at least ten (10) days before the date proposals are to be opened. Must be able to provide documentation upon request;
- Be registered with the State of Texas and provide documentation upon request; and
- Be able to give suitable evidence of prior experience landscaping, and be able to provide written documentation of successfully completed similar contract work upon request.

Contract documents will be available on Monday, March 4, 2013 for pre-qualified bidders and interested non-bidders through the Mobility Authority’s website (www.ctrma.org) and CivCast’s website (www.civcastusa.com).

Any questions concerning this bid must be submitted to the CivCastusa.com website. Responses to questions will be posted to the www.civcastusa.com for the benefit of all potential respondents. Questions must be received by 5 pm, local time, on March 12, 2013. Responses to questions will be posted to the www.civcastusa.com website no later than 5 pm, local time, on March 14, 2013.

Contract documents, without Standard Specifications or other referenced standards are available upon request. Specifications ([Texas Department of Transportation “Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges”, 2004; ftp://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/des/specs/specbook.pdf)) which form an integral part of this Contract, are available online at the Texas Department of Transportation (TxDOT) website. In response to questions or at its own initiative, the Mobility Authority may issue one or more addenda to this Invitation to Bid. Bidders are responsible for monitoring the Mobility Authority and CivCast websites for any information, updates, or announcements regarding this Invitation to Bid. A Bidder is responsible for monitoring the websites and is required to consider and act accordingly with respect to any addenda that revise information or responses provided in the Bidder’s Sealed Proposal.

The Mobility Authority strongly encourages minority-owned and women-owned businesses to submit proposals for this contract.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY
Mike Heiligenstein, Executive Director
Austin, Texas

Central Texas Regional Mobility Authority

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

BID FOR GENERAL MAINTENANCE CONTRACT

To: Central Texas Regional Mobility Authority
301 Congress Avenue, Suite 650
Austin, Texas 78701

I/we, the undersigned, declare: that no other person, firm or corporation is interested in this Bid; that I/we have carefully examined the Plans, Standard Specifications, Special Specifications, and all other documents pertaining to this Contract which form a part of this Bid as if set forth at length herein; that I/we understand that the quantities of items shown herein below are approximate only; that I/we have examined the location of the proposed work; that I/we agree to bind myself/ourselves, upon award to me/us by the Central Texas Regional Mobility Authority (Mobility Authority) under this Bid, to enter into and execute a Contract for the project named above; that I/we agree to start work no later than the date stated in the written Notice to Proceed (Section 8.1 of the Specifications), to furnish all necessary materials, provide all necessary labor, equipment and tools, pay for all required insurance, bonds, permits, fees and service, and do all required work in strict compliance with the terms of all documents comprising said Contract, and to fully complete the entire project by April 30, 2015 (unless the contract is extended by an Amendment); and that I/we agree to accept as full compensation for the satisfactory prosecution of this project the following named unit and lump sum prices for the various scheduled items of work.

LANDSCAPE MAINTENANCE OFFICIAL BID FORM

BASE BID ITEMS

Spec.	Item No.	Description and Unit Pricing in Writing		Unit of Measurement	Approx. Quantity	Unit Price	Total
168	1	Vegetative Watering _____	Per	MG	260		
500	2	Mobilization _____	Per	YR	2		
1007-001	3	Plant Bed Maintenance (183A Toll Road) _____	Per	Cycle*	38		
1007-002	4	Plant Bed Maintenance (Manor Expressway) _____	Per	Cycle*	19		
1007-003	5	Roadway Planting (183A Toll Road) _____	Per	Cycle*	38		
1007-004	6	Roadway Planting (Manor Expressway) _____	Per	Cycle*	19		
1007-005	7	Field Operations Building (FOB) _____	Per	Cycle*	42		
1007-006	8	183A Brushy Creek Pedestrian Bridge _____	Per	Cycle*	20		
1007-007	9	183A Corridor Shared-Use Path (SUP) _____	Per	Cycle*	20		
TOTAL BASE BID ITEMS							

ADDITIVE ALTERNATE

ITEM 1							
169	10	Permanent Soil Retention Blanket (CL 2) (TY G) _____	Per	SY	6800		
432	11	Riprap (Stone Protection)(12 in) _____	Per	CY	400		
TOTAL ADDITIVE ALTERNATE							

*Items Include Materials, Labor, Complete Functioning, and in Place

TOTAL BID PRICE (TOTAL BASE BID + TOTAL ADDITIVE ALTERNATES)	
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The quantities shown in the above schedule of items are considered to be approximate only and are given as the basis for comparison of bids. The Mobility Authority may increase or decrease the amount of any item or portion of the work as may be deemed necessary or expedient. The Mobility Authority reserves the right to delete, in whole or in part, without prejudice after the award of the Contract, any items listed in the Bid. It is understood that payment for unit price items will be made for the actual quantities of such work satisfactorily completed, rather than the estimated quantities given hereinabove. An increase or decrease in the quantity for any unit price item will not be regarded as sufficient ground for an increase or decrease in the unit price, nor in the time allowed for the completion of the work, except as provided for in the Specifications.

The cost of any work performed, materials furnished, services provided or expenses incurred, whether or not specifically delineated in the Contract documents but which are incidental to the scope, intent and completion of this Contract, have been included in the price bid for the various items scheduled hereinabove.

Business Name of Bidder _____

Type of Organization Individual
 Partnership
 Corporation

Texas Corporation Registration No. _____

Address of Bidder: _____

Signature of Owner,
Partner or Corp. Officer: _____

Title: _____

Date: _____

Witness or Attest _____

(Affix Corporate Seal Here)

Central Texas Regional Mobility Authority

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

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 _____, 20____, for Contract No. 13-227/246-01M in connection with Landscape Maintenance on the 183A Toll Road and Manor Expressway Projects; 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(s) 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 _____,
20__.

By: _____
Person Signing Bid

Print Name: _____
Title: _____

Notary Public

My commission expires:

Central Texas Regional Mobility Authority

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

REFERENCES

Company Name _____

Address _____

Point-of-Contact _____

Telephone Number _____

Company Name _____

Address _____

Point-of-Contact _____

Telephone Number _____

Company Name _____

Address _____

Point-of-Contact _____

Telephone Number _____

Company Name _____

Address _____

Point-of-Contact _____

Telephone Number _____

Company Name _____

Address _____

Point-of-Contact _____

Telephone Number _____

Central Texas Regional Mobility Authority

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

CONTRACT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 20 ____, between the Central Texas Regional Mobility Authority, 301 Congress Avenue, Suite 650, Austin, Texas, 78701, hereinafter called the Mobility Authority and _____, or his, its or their successors, executors, administrators and assigns, hereinafter called the Contractor.

WITNESSETH, that the Contractor agrees with the Mobility 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. 13-227/246-01M, entitled Landscape Maintenance, in the manner and to the full extent as set forth in the Plans, Standard Specifications, Special Specifications, Special Provisions, Bid (for the basis of award stated herein below) and other documents related to said Contract which are on file at the office of the Mobility Authority and which are hereby adopted and made part of this Agreement as completely as if incorporated herein, and to the satisfaction of the Mobility Authority or its duly authorized representative 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 Bid Price (based on Bid quantities) of _____ **dollars and** _____ **cents (\$** _____ **).**

In consideration of the foregoing premise, the Mobility Authority agrees to pay the Contractor for all items of work performed and materials furnished at the unit and lump sum prices bid therefore in the Bid submitted for this Contract, subject to any percentage reductions in the total Contract amount that may be named in the Bid 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. The Mobility Authority may terminate this Contract at its sole option, at any time, with or without cause, by providing 30 days written notice to Contractor of its intention to terminate and the termination date established by that notice. Upon such termination, the Mobility Authority shall enter into a settlement with the Contractor upon an equitable basis as determined by the Mobility Authority, which shall fix the value of the work performed by the Contractor prior to the termination date.

f. All work on this Contract shall be completed within two (2) years following receipt of the Notice to Proceed No. 1 for the 183A Toll Road (including frontage roads, Brushy Creek Pedestrian Bridge and Shared-Use Path) and the 183A Field Operations Building. The Mobility Authority, through mutual written agreement, may extend the Contract for up to a one (1) one-year period, which may include an adjustment in the Total Bid Price to account for the extension of services.

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: _____

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: _____

2. Sample signature block for partnership or joint venture:
[Insert the proposer's name]

By: [Insert general partner's or member's name]

By: _____

Print Name: _____

Title: _____

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

3. 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 partnership or joint venture, attach full name and addresses of all partners or joint venturers and the equity ownership interest of each entity, provide the aforementioned incorporation, formation and organization information for each general partner or joint venturer and attach a letter from each general partner or joint venturer stating that the respective partner or joint venturer agrees to be held jointly and severally liable for any and all of the duties and obligations of the proposer under the Proposal and under any contract arising therefrom. 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. If the Proposer is a partnership or a joint venture, evidence of authorization shall be provided for the governing body of the Proposer and for the governing bodies of each of its general partners/joint venture members, at all tiers, and in all cases certified by an appropriate officer. If the Proposer is a joint venture, the proposal letter must be executed by all joint venture members.
- 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, partner or joint venturer of the Proposer, appointing and designating one or more individuals to act for and bind the Proposer in all matters relating to the Proposal. If the Proposal is a joint venture, each of the joint venture members shall also affirmatively state in a letter to be included in the Proposal that it will be, if awarded the Agreement, jointly and severally liable for performance of the Developer's obligations under The Agreement.

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 _____.

Secretary

Central Texas Regional Mobility Authority

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

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 (Mobility 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 Mobility 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

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)

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.

Central Texas Regional Mobility Authority

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LANDSCAPE MAINTENANCE

RECEIPT OF ADDENDA

I/We hereby acknowledge receipt of the following addenda and have made the necessary revisions to the Contractor's Proposal, plans, and specifications, etc., and agree that these addenda are included in the Contractor's 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 bid being considered non-responsive and will not be considered.

Central Texas Regional Mobility Authority

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

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LANDSCAPE MAINTENANCE

GENERAL NOTES

Two Notices to Proceed will be issued on this Contract. All work under this Contract shall be completed by April 30, 2015 after notice to proceed unless the contract is extended by an Amendment. The contract time includes the mobilization and material procurement period if applicable.

Office of Record: For this Contract, the Office of Record will be the Central Texas Regional Mobility Authority Offices at 301 Congress Avenue, Suite 650, Austin, Texas 78701. Questions concerning this proposal may be directed to the attention of Ginny Burcham, Construction/Maintenance Manager, (512) 413-5258, gburcham@ctrma.org.

It is the Contractor's responsibility to ensure familiarity with the existing site conditions and all aspects of the Contract prior to responding.

Immediately notify the Construction/Maintenance Manager or a designated representative of all emergency situations. An after-hours/holiday emergency number will be provided to the Contractor.

This Contract is for work in Travis and Williamson Counties.

Pre-Work Meeting:

Prior to beginning work on the Contract, a pre-work meeting will be requested by the Mobility Authority between the Contractor, Mobility Authority, and other stakeholders.

Stockpile, Storage and Equipment Sites:

No office sites, stockpile sites, employee parking or storage of equipment/materials will be allowed on the Mobility Authority's right-of-way. Secure separate sites off the Mobility Authority's right-of-way for the above activities.

Remove all equipment, construction debris and project-related surplus material from the right-of-way to keep the facilities in a neat and presentable condition at all times.

Protect all areas of the right-of-way from damage or destruction. Exercise care to prevent damage to trees, vegetation, and other natural surroundings that are to remain in place. Restore any area disturbed, as a result of the Contractor's operations, to a condition as good as or better than prior to the Contract.

Furnish all materials (except as listed below), tools, and labor required to provide complete maintenance of the designated landscape areas in accordance with the documents and specifications. Furnished materials will be new undepreciated stock.

All damaged and unsalvageable materials will become property of the Contractor and will be removed and legally disposed of off the Mobility Authority's right-of-way.

Equip all construction/maintenance equipment involved in roadway work with a permanently mounted 360° revolving or strobe warning light with amber lens. The lights will have a minimum lens diameter of five inches (5"), a mounting height of not less than six feet (6') above the roadway surface and be visible from all sides. Attach at each side of the rear end of the construction/maintenance equipment an approved orange warning flag mounted not less than six feet (6') above the roadway surface.

Provide vehicles that are licensed, inspected, and in good working condition. All field personnel shall wear approved safety equipment.

Trained, qualified crews, working under experienced supervisory personnel, will be used in the various applications of this Contract, which will be exposed to active highway traffic conditions.

Overhead and underground utilities exist in the vicinity of the Project. The exact location of underground utilities is not known. Contact the Austin area **Texas 811** at 800-344-8377 or the area utility companies for exact locations at least 48 hours prior to commencing any work that might affect existing utilities. Confirmation of the required contact with **Texas 811** must be provided to the Mobility Authority's Construction/Maintenance Manager at least 24 hours prior to commencing any such work.

The Authority will issue two separate Notices to Proceed for services performed under this contract. The first Notice to Proceed will be issued for the 183A Toll Road (including frontage roads, 183A Brushy Creek Pedestrian Bridge and 183A Shared-Use Path) and the 183A Field Operations Building. The second Notice to Proceed will be issued for the Manor Expressway Mainlanes, Shared-Use Path and flyover direct connect interchange).

Project Limits for Notice to Proceed No. 1:

This project consists of performing Landscape Maintenance on the following roadways:

<u>Roadway</u>	<u>Limits</u>	<u>Centerline Miles</u>
183A Toll Road, incl. Frontage Roads, Pedestrian Bridge & Shared Use Path	From: Lakeline Blvd To: Hero Way	Approx. 9.0
<u>183A Field Operations Building Grounds</u>		<u>Approx. Area</u> 15,000 SqFt

The limits of work shall include all designated landscape areas within the 183A Toll Road right-of-way. The areas shall include ramps, islands, medians, cross streets, pedestrian bridge, Shared Use Path, etc.

The limits of maintenance on the cross roads shall generally be as follows:

1. To the 183A right-of-way line or the setback right-of-way on intersecting highways, County Roads and City Streets.
2. Interchange areas.

The 183A Toll Road is considered an urban roadway.

Project Limits for Notice to Proceed No. 2:

This project consists of performing Landscape Maintenance on the following roadways:

<u>Roadway</u>	<u>Limits</u>	<u>Centerline Miles</u>
Manor Expressway, incl. Frontage Roads, Shared Use Path & Flyover Direct Connect Interchange	From: US 183 To: East of Parmer Lane	6.2

The limits of maintenance on the cross roads shall generally be as follows:

1. To the Manor Expressway right-of-way line or the setback right-of-way on intersecting highways, County Roads and City Streets.
2. Interchange areas.

Manor Expressway is considered an urban roadway.

Department manuals can be found on the TxDOT internet site at:

<http://www.txdot.gov/inside-txdot/forms-publications.html>

Use materials from pre-qualified producers as shown on the Construction Division (CST) of the Texas Department of Transportation (TxDOT) Material Producers List or information to be provided by the Mobility Authority. Use the following website to view this list:

<http://www.txdot.gov/business/resources/materials.html>

Work Provided by Others

There will be work performed by other maintenance contractors and roadway construction contractors along the length of the facility. The limits of the Contractor's work will be generally defined as those areas as indicated on the attached exhibits or as specifically designated by the Construction/Maintenance Manager. Coordinate with the other contractors and scheduled work activities and locations to avoid any conflicts. The Contractor's personnel working within other contractor's active construction zones will be required to wear hard hats, safety vests, and be equipped with appropriate personal gear.

Environmental

Karst Preserve Areas

There are karst preserve areas that exist within or adjacent to the Mobility Authority's right-of-way. Maintain the right-of-way areas that are adjacent to karst preserve areas by avoiding the use of potential contaminants, including but not limited to fertilizers, pesticides, and herbicides. Particular care should be made to avoid disturbance of the right-of-way in these areas.

The 183A Toll Road right-of-way area between Stations 765+00 to 850+00 and surrounding properties fall within U.S. Fish and Wildlife Service (USFWS) karst zones 1 and 2 – an area known to contain federally listed endangered species.

The Contractor's attention is directed to the 183A Toll Road's center median between Stations 769+00 and 785+25 where the southbound frontage road lanes and southbound main lanes are split. Remaining vegetation within this 10-acre center median will not be disturbed, unless directed otherwise. Particular care should be made to avoid damaging Big Oak Cave (approximately located at Station 781+50 250' RT CL) and its subsurface hydrologic basin. Unauthorized entry of any cave, particularly Big Oak Cave and Raccoon Cave (approximately located at Station 785+60 600' LT CL), is prohibited by law. Any suspected entry of any cave within the right-of-way shall be reported to the Construction/Maintenance Manager.

Infestations

Report the presence of red imported fire ants to the Construction/Maintenance Manager. Upon confirmation of red imported fire ant mounds by the Construction/Maintenance Manager, submit integrated pest management plan to treat fire ant mounds consistent with U.S. Fish and Wildlife Service protocol to the Construction/Maintenance Manager for approval prior to implementation.

The use of topsoil or sod from off-site will be minimized to limit the spread of fire ants and the introduction of non-native species. Certify in writing that each load of off-site topsoil, compost, and sod is free of red imported fire ants prior to placement. The certification shall contain the following as a minimum: the date, supplier, materials, truck number, location of placement, and signature of the Contractor's agent or representative.

Migratory Bird Treaty & Endangered Species Acts

The Contract maintenance limits on the 183A Toll Road and the Manor Expressway are subject to the Migratory Bird Treaty Act. Additionally, the 183A maintenance limits are subject to the Endangered Species Act, due to the presence of the endangered golden-cheeked warbler. Four areas along the 183A Toll Road corridor have been identified as Potential Endangered Species Habitat. The approximate limits of these areas are between Sta. 410 to 435, Sta. 485 to 500, Sta. 635 to 685 and Sta. 755 to 790. Woody vegetation clearing and tree trimming throughout the designated areas shall occur only between September 1 and February 28, outside the nesting season. Submit a plan (including description of work, proposed dates and location) two weeks prior to trimming or clearing date. Obtain approval from the Construction/Maintenance Manager for woody vegetation removal from March 1 to August 31.

Notify the Construction/Maintenance Manager if any occupied birds' nests are identified in the path of any vegetation removal or trimming. According to the Migratory Bird Treaty Act, it is unlawful to pursue, hunt, take, capture or kill; attempt to take, capture or kill; possess, offer to or sell, barter, purchase, deliver or cause to be shipped, exported, imported, transported, carried or received any migratory bird, part, nest, egg or product, manufactured or not.

Edwards Aquifer Recharge and Contributing Zones

There are maintenance areas within the Edwards Aquifer Recharge Zone or Contributing Zone and are subject to 30 TAC Chapter 213. The following websites can be used to find details on location and regulations:

- <http://info.sos.state.tx.us/>
- <http://www.usgs.gov/>
- <http://www.gis3.tceq.state.tx.us>

Report Submissions

- The Contractor shall submit a monthly report detailing all activities performed and dates.
 - All activities performed during the previous month including:
 - Fertilizer application – formulation, application rate and location
 - Location of herbicide application
 - Tree and/or shrub maintenance
 - Ornamental grass trimming
 - Bed maintenance – i.e. mulch replacement, pruning, weeding etc.
 - Irrigation inspection (report result)
- The Contractor shall submit a monthly report detailing repair/improvements/recommendations for the Mobility Authority to consider based on their monthly observation. The report will include items and time to complete based on unit priced items within the Bid Form and shall be for “on-call” maintenance items.

Landscape Maintenance Guidelines

The Contractor is responsible for maintaining all landscape plantings in the designated areas within the right-of-way of the 183A Corridor and Manor Expressway, as well as the landscape plantings and grounds of the 183A Field Operations Building in a neat, clean, healthy, and manicured appearance at all times. Work will be performed in accordance with *Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* as modified by these Special Provisions. For this Contract, Item 1007, "Landscape Maintenance", will be measured by the item and paid by the cycle. A cycle constitutes a completion of all items identified under the following: Plant Bed Maintenance, Roadway Planting Maintenance, 183A Brushy Creek Pedestrian Bridge and the 183A Field Operations Building (FOB). All other pay items will be measured and paid by the on-call unit price. Additional guidelines for the work are described below and will be performed at the locations shown on the enclosed exhibits and the frequencies as indicated.

All new landscape plantings and planting beds shall be watered. If these areas are not within an irrigated area, they will be maintained as directed and approved by the Construction/Maintenance Manager under Bid Item 168, Vegetative Watering.

The Contractor shall commence work within seven (7) calendar days of notification by the Construction/Maintenance Manager unless otherwise approved by the Construction/Maintenance Manager in writing.

The Contractor shall complete all work within seven (7) calendar days after commencement of such work unless otherwise approved by the Construction/Maintenance Manager in writing.

The Contractor's Project Manager shall participate in a monthly walk-through with the Construction/Maintenance Manager within the first ten (10) days of each month as requested. This item is considered subsidiary to Item 1007, "Landscape Maintenance."

The Contractor's landscape maintenance work during each cycle will include the following components:

Landscape Maintenance Bid Item Components*					
Components	Plant Bed Maintenance (Bid Items 1007-001 and -002)	Roadway Maintenance (Bid Items 1007-003 and -004)	183A Toll Road FOB (Bid Item 1007-005)	183A Brushy Creek Pedestrian Bridge (Bid Item 1007-006)	183A Toll Road SUP (Bid Item 1007-007)
Mulching	X	X	X	X	
Mowing	X	X	X	X	X
Pruning	X	X	X	X	
Litter	X	X	X		
Sweeping				X	X
Fertilizer	X	X	X		
Herbicide/Pesticide Treatment	X	X	X	X	X
Irrigation	X		X		
FOB Plant Maintenance			X		
Monthly Walk-through	X	X	X	X	X

* This summary is being provided **for informational purposes only** to serve as a guide in preparing the bids.

Vegetative Watering (Bid Item 168)

- All new/existing designated landscape planting and landscape planting beds, and specific locations as identified by the Mobility Authority or as directed by the Construction/Maintenance Manager shall be maintained to ensure healthy prolific plant material. Primary target areas include new plantings along 183A north of FM 1431.
- The Contractor is responsible for furnishing and placing water as directed by the Construction/Maintenance Manager to ensure healthy plantings.
- Water shall be obtained by the Contractor, hauled, and vegetative watering accomplished by approved mechanical means.

Estimated Vegetative Watering for 183A Toll north of FM 1431 per Year*				
Plant Description	Quantity	Watering Rate/Gallon	Frequency/Year	Gallons/Year
Shrubs/Grasses	4,273	1	26	111,098
Small Trees	38	5	26	4,940
Large Trees	51	10	26	13,260
			Total	129,298

* This tabulation only reflects an estimate of the anticipated frequencies for the cycle activity that the Contractor may be requested to provide. This summary is being provided **for informational purposes only** to serve as a guide in preparing the bids.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

SPECIAL PROVISIONS

To

TEXAS DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF
HIGHWAYS, STREETS, AND BRIDGES
2004

FOR

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

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CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

SPECIAL PROVISIONS

PREFACE:

The "Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges" of the Texas Department of Transportation, 2004, as amended and augmented by the Special Provisions following, shall govern the performance of the Contract. These specifications hereby are made a part of the Contract as fully and with the same effect as if set forth at length herein.

Attention is directed to the fact that any other documents printed by the Texas Department of Transportation modifying or supplementing said "Standard Specifications", such as Standard Supplemental Specifications, Special Provisions (by the Department), Notice to Bidders, etc., do not form a part of this Contract nor govern its performance, unless specifically so stated in the Special Provisions herein contained.

References made to specific section numbers in these Special Provisions, or in any of the various documents that constitute the complete Contract Documents shall, unless otherwise denoted, be construed as referenced to the corresponding section of the "Standard Specifications" issued by the Texas Department of Transportation in 2004.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

SPECIAL PROVISIONS

TO

STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF
HIGHWAYS, STREETS, AND BRIDGES
2004

The following provisions represent modifications to the corresponding sections of the Texas Department of Transportation Specifications, described above, and relate exclusively to the Central Texas Regional Mobility Authority Contracts. In case of conflicting requirements between the Texas Department of Transportation Specifications and these modifications, the modifications shall govern. Any applicable provision in the Texas Department of Transportation Specifications not amended by and not in conflict with any Special Specifications or Special Provisions shall be in full effect.

All modifications contained herein are additions to the provisions of the designated sections of the Texas Department of Transportation Specifications unless the text specifically identifies a requirement to be an amendment to, deletion of or substitution for a provision in the Texas Department of Transportation Specifications.

SPECIAL PROVISION

ITEM 1

DEFINITION OF TERMS

For this project, Item 001, "Definition of Terms," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

1.2 Abbreviation

The following new abbreviation is added to this section:

Mobility Authority - Central Texas Regional Mobility Authority

1.3 Terms

The definitions for the following terms as they appear in this section are deleted and the following definitions substituted therefore:

CONSTRUCTION/MAINTENANCE MANAGER - The authorized representative(s) of the Mobility Authority, who will be duly appointed by the Authority to monitor the work performed in connection therewith.

SPECIFICATIONS - The general term comprising all the directions, provisions and requirements contained in the Texas Department of Transportation, "Standard Specifications For Construction and Maintenance Of Highways, Streets, And Bridges," 2004 Edition, the Mobility Authority's Special Specifications and Special Provisions, and in any Addenda and Change Orders or Supplemental Agreements that may be issued, all of which are necessary for the proper performance of the Contract.

The following new definitions are added to this section:

MOBILITY AUTHORITY - The Central Texas Regional Mobility Authority, an agency created under Texas Transportation Code Chapter 370 and approved by the Texas Transportation Commission, together with its members, partners, employees, agents officers, directors, shareholders, representatives, consultants, successors, and assigns. The Authority's principal office is presently located at 301 Congress Avenue, Suite 650, Austin, Texas 78701.

STANDARDS - Whenever the Plans and/or Specifications refer to "Standard Sheets" or "Design Details" such reference shall be construed to mean the set of drawings issued by the Design Division, Texas Department of Transportation, and entitled "Standard Sheets". Only those standards or standard drawings specifically referred to by number on the Plans or in the various Contract Documents are applicable to work on this Contract.

Whenever in the various Contract Documents the term, "Department" or "State" appears, it shall be replaced by the term, "Central Texas Regional Mobility Authority." Similarly, the term, "Executive Director" shall be replaced by the term, "Executive Director of the Central Texas Regional Mobility Authority".

Whenever in the Texas Department of Transportation Specifications and Standard Drawings the term, "Department" or "Texas Department of Transportation" appears, it shall be replaced by the term, "Central Texas Regional Mobility Authority," except in references to said Texas Department of Transportation as being the author of certain Specifications and Standard Drawings, and in reference to said Department as the agency prequalifying prospective Bidders.

Whenever in the Texas Department of Transportation Specifications and Standard Drawings the term, "District Engineer" appears, it shall be replaced by the term, "Construction/Maintenance Manager of the Central Texas Regional Mobility Authority."

The following Articles are voided and replaced by the following:

1.50. Disadvantaged Business Enterprise (DBE). A small business certified through the Texas Unified Certification Program in accordance with 49 CFR Part 26, that is at least 51% owned by one or more socially and economically disadvantaged individuals, or in the case of a publicly owned business, in which at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals, and whose management and daily business operations are controlled by one or more of the individuals who own it.

The following Articles are voided and not replaced.

1.97. Proposal.

1.98. Proposal Form.

1.99. Proposal Guaranty.

1.128. Subcontractor. A Subcontractor is defined as an individual, partnership, limited liability company, corporation, or any combination thereof that the Contractor sublets, or proposes to sublet, any portion of a Contract, excluding a material supplier, a hauling firm hauling only from a commercial source to the project, truck owner-operator, wholly owned subsidiary, or specialty-type businesses such as security companies and rental companies.

This Item is supplemented by the following:

1.148. Additive Alternate. A bid item contained in a proposal that is not a regular or on-call base bid item. The additive alternate item(s) include work that may be added to the base bid work.

1.149. Base Bid. The total bid (includes regular bid items or corresponding on-call bid items) amount without additive alternates.

1.150. Bid. The offer of the bidder for performing the work described in the plans and specifications including any changes made by addenda.

1.156. Family Member. A family member of an individual is the individual's parent, parent's spouse, step-parent, step-parent's spouse, sibling, sibling's spouse, spouse, child, child's spouse, spouse's child, spouse's child's spouse, grandchild, grandparent, uncle, uncle's spouse, aunt, aunt's spouse, first cousin, or first cousin's spouse.

1.158. Bid Form. The form provided by the Mobility Authority used by the bidder to submit a bid. The bid form is a Mobility Authority bidder's form (traditional proposal submitted manually).

SPECIAL PROVISION

ITEM 2

INSTRUCTIONS TO BIDDERS

For this project, Item 002, "Instruction to Bidders," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

2.2 Eligibility of Bidders

This Section is amended as follows:

Only contractors who are or can be pre-qualified by the Texas Department of Transportation for the Landscape Maintenance or have submitted the required qualifications statements or Bidder's Questionnaire and be on file with TxDOT at least ten (10) days prior to the Proposal deadline will be permitted to submit Proposals for this Project. The foregoing notwithstanding, the Mobility Authority reserves the right to reject the Proposal of any Bidder because of reason of unsatisfactory performance or progress on other or prior Mobility Authority contracts, as determined by the Mobility Authority in its sole discretion.

Securing prequalification, and the timing thereof strictly in accordance with the procedures and requirements of TxDOT, shall at all times be the sole responsibility of the Contractor.

The Texas Department of Transportation may at any time and at its sole discretion temporarily disqualify a previously pre-qualified contractor for reasons of unsatisfactory performance or progress on a project or for other sufficient reason. Until such time as a disqualified contractor is reinstated, the Contractor will not be permitted to bid on contracts for the Mobility Authority. The Mobility Authority reserves the right to require a pre-qualified contractor to submit a current financial and experience statement at any time.

If a group of contractors should desire to submit a single bid for a contract or group of contracts, acting under the terms of a joint venture, each such contractor must be pre-qualified in the proper classification of work and must be registered with the Texas Department of Transportation. The total of the estimated dollar values of this type of work for all the contractors involved will be considered as the maximum capacity of the joint venture.

2.4. Interpreting Estimated Quantities. The quantities listed in the bid form are approximate and will be used for the comparison of bids. Payments will be made for the work performed in accordance with the Contract.

2.5 Examining Documents and Work Locations

At the end of the fifth paragraph, add the following:

In the event a word, phrase, clause, or other portion of the plans, specifications, or other contract documents is alleged to be ambiguous, the Bidder shall submit to the Mobility Authority's Construction/Maintenance Manager a written notice of same prior to the date of receipt of Proposals, and request an interpretation thereof.

Add the following paragraphs:

The Bidders are encouraged to visit the Project site to form their own conclusions regarding access requirements, effort required to perform the tasks, and other information needed to prepare their Proposal. Prior to visiting the site, a Bidder shall notify the Mobility Authority's Construction/Maintenance Manager, Ginny Burcham (512-413-5258), of the time and date of the Bidder's visit. Access may be limited due to ongoing construction.

Any Addenda that may be issued by the Mobility Authority will be posted on the CivCast website (www.civcastusa.com). The prospective Bidder's acknowledgement of receipt of such Addenda and that it has taken the contents thereof into consideration in preparing the Bidder's Bid must be so indicated on the RECEIPT OF ADDENDA form.

2.6 Preparing the Proposal

Add the following paragraphs:

The Bidders will submit their bids on the Bid Forms provided for Landscape Maintenance, furnished by the Mobility Authority, upon which the award of contract will be based.

The Central Texas Regional Mobility Authority may elect to receive bids on more than one construction contract on the same date. When this event occurs, the Mobility Authority will award the various contracts after all of the bids for the various contracts are received and analyzed.

This proposal also includes items that will be included on an On-Call basis. The unit price for these items will be negotiated during contracting and will not be considered in the total bid submitted. The following is a list of On-Call items:

Item Number	Description	Unit
1	Furnish and Placing Topsoil	CY
2	Compost Manufactured Topsoil	CY
3	Block Sodding (Bermuda Grass/Buffalo Grass)	SY
4	Broadcast Seeding (Perm)(Urban)(Sandy)	SY
5	Broadcast Seeding (Perm)(Urban)(Clay)	SY
6	Repair Irrigation System (FOB and Manor Expressway)	HR
7	Plant Material (1 Gallon)	EA
8	Plant Material (5 Gallon)	EA
9	Plant Material (15 Gallon)	EA
10	Plant Material (30 Gallon)	EA
11	Riprap (Dry)(Stone)	CY
12	Strip Mowing (on-call)	AC
13	Herbicide Application and Cleanup (For Removal of Noxious Vegetation)	Cycle
14	Tree Trimming and Brush Removal	AC
15	Supervisor	HR
16	Laborer	HR
17	Pick Up Truck	HR
18	Skid Steer Loader	HR
19	Backhoe	HR
20	Haul Truck and Trailer	HR

2.8 Proposal Guaranty

This section is deleted in its entirety and not replaced:

A proposal guaranty is not required.

2.9 Delivery of Proposal

The fourth sentence of the first paragraph of this Section is deleted, and the following sentence substituted:

Bids will be accepted at the Mobility Authority's office at 301 Congress Avenue, Suite 650, Austin, Texas until scheduled bid opening time. Electronic bids will not be accepted.

Proposals are requested to be delivered in a sealed envelope with the following information on the envelope:

1. Name of Proposer
2. Contract Name

2.14. Tabulating Bids.

The following sections are deleted in its entirety and replaced.

A. This project includes an Additive Alternate. The Total Bid Price for this project includes the sum for all required items plus the Additive Alternate. The Additive Alternate may be removed at the Mobility Authority's discretion. Should the Additive Alternate be removed, the total contract price will be adjusted accordingly, based on the price listed on the Bid Form for the Bid Alternate. The Total Bid Price is the basis for determining the Low Bidder. The total bid amounts will be compared and the results made public. The bidder shall commit to the Total Bid Price for a period of ninety (90) days from the date of the Bid Opening.

C. Rounding of Unit Prices. The Mobility Authority will round off all unit bids involving fractional parts of a cent to the nearest one-tenth cent (\$0.001) in determining the amount of the bid as well as computing the amount due for payment of the Special Measurement Items under the Contract. For rounding purposes, entries of five-hundredths of a cent (\$0.0005) or more will be rounded up to the next highest tenth of a cent, while entries less than five-hundredths of a cent will be rounded down to the next lowest tenth of a cent.

2.17 Consideration of Contractor's Qualifications

The following Section is added:

In reviewing Bids received, the Mobility Authority will check references prior to award. Any negative responses received will be evaluated and may result in disqualification of the Bid.

SPECIAL PROVISION

ITEM 3

AWARD AND EXECUTION OF CONTRACT

For this project, Item 3, “Award and Execution of Contract,” of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

3.1 Award of Contract

A. Award

The first sentence of the first paragraph under this Section is deleted, and replaced by the following:

The Mobility Authority will award the Contract to the lowest responsive and responsible Bidder as determined by Article 2.14, “Tabulation of Bids”, for the Landscape Maintenance Contract.

SPECIAL PROVISION

ITEM 4

SCOPE OF WORK

For this project, Item 4, "Scope of Work," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

4.2 Changes in the Work

The last two paragraphs are deleted in their entirety and replaced by the following:

Alteration of quantities shall be addressed as follows:

1. Major items: There are no major items under this Contract.
2. Minor items: All items under this Contract are considered minor items. No adjustment of Contract unit prices will be made for overruns or underruns of the original Contract quantities, regardless of the extent of such overruns or underruns.

4.4 Requests or Claims for Additional Compensation

B. Dispute or Claims Procedure

This Subsection is supplemented with the following:

- (1) Additional Compensation. At the time of occurrence or prior to beginning the work the Contractor shall furnish the Mobility Authority's Construction/Maintenance Manager, in writing, an itemized list of materials, equipment, and labor for which additional compensation will be claimed. The Contractor shall afford the Construction/Maintenance Manager every facility for keeping an actual cost record of the work. The Contractor and the Construction/Maintenance Manager shall compare records and bring them into agreement at the end of each day. Failure on the part of the Contractor to afford the Construction/Maintenance Manager proper facilities for keeping a record of actual costs will constitute a conclusive waiver of a claim for such extra compensation except to the extent that it is substantiated by the Mobility Authority's records. The filing of such notice by the Contractor and the keeping of cost records by the Construction/Maintenance Manager shall in no way establish the validity of a claim. Failure to submit such written itemized list shall be a conclusive waiver of such claim for additional compensation. Mere oral notice or statement will not be sufficient, nor will notice or statement after the fact.
- (2) Verification. If the Contractor's claim contains data furnished by the Contractor that cannot be verified by the Mobility Authority's records, the data shall be subject to complete audit

by the Mobility Authority or its authorized representative if they are to be used as a basis for claim settlement.

- (3) Claims Procedure. Upon completion of the Contract, the Contractor may, within 60 days from expiration of the period for review of the Final Estimate by the Contractor as provided in Section 9.8, submit to the Mobility Authority a written claim (original plus three legible copies) for such amount as the Contractor deems it is entitled to under the said Contract setting forth the facts upon which said claim is based and including all pertinent data and correspondence which may substantiate the claim, provided that written notice of intention to file such claim shall have been given to the Mobility Authority at the time of occurrence or beginning of the work upon which claim and subsequent action is based. Failure of the Contractor to furnish any of the items required as prerequisite to the issuance of final payment shall not extend the time period in which the Contractor may submit a claim under this or any other section of the Contract. If the claim is not disposed of by agreement, then within 90 days from receipt of said claim, the Mobility Authority will make an investigation and notify the Contractor by registered or certified mail, return receipt requested, of its decision; however, the Mobility Authority and Contractor may, by mutual agreement, extend such 90-day period for another 30 days. The decision of the Executive Director of the Mobility Authority shall be final, and failure of the Contractor to comply with the provisions of this section shall constitute a conclusive waiver of any such claim hereunder.

4.6 Final Cleanup

Add the following after the first sentence of the second paragraph:

All damaged and unsalvageable materials removed by the Contractor as specified therein, shall become the property of the Contractor, except as may be otherwise specifically required, and shall be legally disposed of by the Contractor away from the Mobility Authority's right-of-way.

SPECIAL PROVISION

ITEM 5

CONTROL OF THE WORK

For this project, Item 5, “Control of Work,” of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

5.5 Cooperation of Contractor

At the end of the first paragraph, add the following:

The Contractor shall obtain at the Contractor’s expense all necessary copies of the Texas Department of Transportation (TxDOT) Standard Specifications and Standard Drawings from the TxDOT.

SPECIAL PROVISION

ITEM 6

CONTROL OF MATERIALS

For this project, Item 6, "Control of Materials," of the Standard Specifications is amended hereby with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

6.7 Department-furnished Materials

This Section is supplemented by the following:

Any materials supplied by the Mobility Authority that are damaged as a result of improper handling or storage by the Contractor shall be replaced in kind by the Contractor at no cost to the Mobility Authority. Invoices for the replacement of materials delivered to the site shall show actual prices for such materials.

SPECIAL PROVISION

ITEM 7

LEGAL RELATIONS AND RESPONSIBILITIES

For this project, Item 7, "Legal Relations and Responsibilities," of the Standard Specifications is amended hereby with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

7.4 Insurance and Bonds

The first sentence is deleted and replaced by the following:

Provide the Mobility Authority with Certificates of Insurance verifying the types and amounts of coverage shown in Table 1. Satisfactory evidence, in triplicate, of all required insurance coverage, including special endorsements and listing the Mobility Authority as Additional Insured, shall be forwarded to the Mobility Authority for approval within fourteen (14) Calendar Days after the date of written Notice of Award of the Contract. All insurance coverage must be approved by the Mobility Authority before the Contract will be executed by the Mobility Authority.

The last paragraph is deleted in its entirety and replaced with the following:

The cost of bonds and insurance will be paid 1 year at a time. The cost for bonds and insurance shall be paid per Special Provision 500-RMA01.

Add the following:

The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Texas. All insurance must be obtained before any work is commenced and kept in effect until its completion.

The Mobility Authority's approval of insurance furnished by the Contractor, or its failure to disapprove such insurance shall not relieve the Contractor of full responsibility for liability, damages and accidents as set forth elsewhere herein.

All policies required above shall include an endorsement requiring thirty (30) days prior written notice to the Mobility Authority before any change or cancellation is made effective.

All policies required shall be maintained until completion and Final Acceptance of all work under this Contract.

Except as noted below, the consent to sublet any part of the work, or obtain supplies, shall not be construed to be an approval of the said subcontract, supply contract or any of its terms, but shall operate only as an approval of the making of a subcontract or supply contract between the Contractor and Subcontractor or Supplier. The Contractor agrees, as a condition of entering into a subcontract on the project, that the Subcontractor shall make no claim whatsoever against the Mobility Authority, the Construction/Maintenance Manager, or any of their officers, servants, agents or employees for any work performed or thing done by reason of said subcontract, or for any other cause whatsoever that may arise by reason of the relationship created between the Contractor and Subcontractor unless the proposed Subcontractor furnishes a statement to the effect that said Subcontractor is acquainted with all provisions of the Contract and agrees thereto.

Sublet work shall not begin until approval thereof has been secured from the Construction/Maintenance Manager. It is understood, however, that any consent by the Construction/Maintenance Manager for the subletting of any of the work under the Contract in no way relieves the Contractor from the Contractor's full obligations under the Contract. The Contractor shall be responsible for all acts of omissions of any Subcontractor or Supplier.

7.8. Hauling and Loads on Roadways and Structures

This section is supplemented by the following:

D. Stockpiling of Materials. Do not store or stockpile material on bridge structures without written permission. If required, submit a structural analysis and supporting documentation by a licensed professional engineer for review by the Construction/Maintenance Manager. Permission may be granted if the Construction/Maintenance Manager finds that no damage or overstresses in excess of those normally allowed for occasional overweight loads will result to structures that will remain in use after Contract completion. Provide temporary matting or other protective measures as directed.

7.12 Responsibility for Damage Claims

Delete the first line of the first paragraph and substitute:

“THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE MOBILITY AUTHORITY, THE ENGINEER AND ITS AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS AND FROM ALL LIABILITY AND DAMAGES FOR ANY INJURY OR DAMAGE TO ANY PERSON OR PROPERTY DUE TO THE CONTRACTOR'S NEGLIGENCE IN THE PERFORMANCE OF THE WORK AND FROM ANY CLAIMS ARISING OR AMOUNTS RECOVERED UNDER ANY LAWS, INCLUDING WORKERS' COMPENSATION AND THE TEXAS TORT CLAIMS ACT.”

7.19. Preservation of Cultural and Natural Resources and the Environment.

This section is supplemented by the following:

G. Migratory Birds

The Contractor's attention is directed to the fact that there is the possibility that migratory birds may be nesting within the project limits. Migratory bird nesting activity can be concentrated on roadway structures such as bridges and culverts. Remove all old migratory bird nests from any structures between September 1 and January 31, and while the nests are not occupied or being used by migratory birds. In addition, be prepared to prevent migratory birds from re-nesting between February 1 and August 31.

All methods used for the removal of old bird nests and the prevention of re-nesting must be approved by the Construction/Maintenance Manager, well in advance of the planned use.

In the event that any active nest of a migratory bird species is encountered on-site during project construction, all construction activity, within the immediate vicinity of the nest, will cease immediately. Contact the Construction/Maintenance Manager to determine how to proceed.

SPECIAL PROVISION

ITEM 8

PROSECUTION AND PROGRESS

For this project, Item 8, "Prosecution and Progress," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

8.2 Progress Schedules

Section 8.2.A, Routine Maintenance Contracts, is supplemented by the following:

Contractor shall meet with the Construction/Maintenance Manager once every three (3) months to develop and submit a quarterly schedule of work showing the upcoming activities for review and approval by the Construction/Maintenance Manager. Work will not begin until the schedule of work is approved in writing. The approved schedule shall become the baseline and shall be updated and submitted to the Construction/Maintenance Manager quarterly. The schedule shall be provided in electronic format acceptable to the Construction/Maintenance Manager.

The Contractor's Project Manager shall participate in a monthly walk-through with the Construction/Maintenance Manager within the first ten (10) days of each month as requested. This item is considered subsidiary to Item 1007, "Landscape Maintenance."

Work Schedule. The Contractor shall commence work within seven (7) calendar days of notification by the Construction/Maintenance Manager unless otherwise approved by the Construction/Maintenance Manager in writing.

The Contractor shall complete all work within seven (7) calendar days after commencement of such work unless otherwise approved by the Construction/Maintenance Manager in writing.

8.3 Computation of Contract Time for Completion

Delete the first line of the first paragraph and substitute:

Working day charges will begin 15 calendar days (0 calendar days for maintenance Contracts) after the date of the written authorization to begin work.

8.5 Failure to Complete Work on Time

This section is supplemented by the following:

Contractor Non-Performance. If, in the opinion of the Mobility Authority, the Contractor is not meeting the performance standards as shown in this Contract or is not performing work

according to this Contract, the Mobility Authority shall notify the Contractor in writing of non-performance. The Contractor shall have five (5) calendar days to address the non-performance or the Mobility Authority may deduct from the next payment due.

Deductions, representing the estimated cost of administration, engineering, supervision, inspection and other expenses, will be charged against the Contractor and will result in a ten percent (10%) deduction in the next payment due to the Contractor for each Item of non-performance not met.

Contractor Non-Compliance of Work Method. If, in the opinion of the Mobility Authority, the Contractor is not meeting the work method standards as shown in Section 1007.3, or is not completing work according to this Contract, the Mobility Authority shall notify the Contractor of non-compliance in writing.

Failure to complete work as defined in the Work Method within five (5) days and after notification by the Mobility Authority will result in a ten percent (10%) deduction per day from the next payment due to the Contractor for each Item not met.

SPECIAL PROVISION

ITEM 9

MEASUREMENT AND PAYMENT

For this project, Item 9, "Measurement and Payment," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

9.3 Scope of Payment

The first sentence is deleted and replaced by the following:

Payment of the Contract unit price is full compensation for all materials, equipment, labor, tools, roadway tolls, and supplies necessary to complete the Item of work under the Contract.

9.5. Force Account.

- A. Labor. Delete the last sentence of the paragraph.
- C. Materials. Delete this section in its entirety and substitute the following:

Compensation will be made for materials associated with the work based on actual delivered invoice costs. All materials required for the repair or replacement will be reimbursed directly to the Contractor at cost.

- D. Equipment. The last sentence of the first paragraph under this section is deleted.

9.6 Progress Payments

Delete the first paragraph in its entirety and substitute the following:

Payments will be made once each month covering work performed and materials complete-in-place in accordance with the Contract. The Contractor shall submit the invoice to the Mobility Authority within the first ten (10) calendar days of the month for work completed in the previous month. The invoice form to be submitted each month will be provided to the Contractor in Microsoft Excel format. The Contractor must be able to use Microsoft Excel to complete the invoice form. Payments will be made on the value of work performed based on approximate estimates prepared by the Contractor, provided, however, that no estimate shall be certified or payment made where the net amount receivable by the Contractor is less than five hundred dollars (\$500.00). Estimates less than this amount will be combined with the following months invoice.

The Construction/Maintenance Manager and Mobility Authority staff will review the payment estimate to verify the quantities of completed and accepted work prior to each payment.

Total Contract value shall be considered to mean the original amount of the Contract, except when the Contract is increased or decreased by a supplemental agreement in which case the adjusted total shall be used.

The Mobility Authority reserves the right to withhold the payment of any partial or final estimate invoice or any sum or sums thereof from such invoices in the event of the failure of the Contractor to promptly make payment to all persons supplying equipment, tools or materials, or for any labor used by the Contractor in the prosecution of the work provided for in the Contract, and for any other cause as determined by the Mobility Authority in its sole discretion, including overpayment on previous partial payments.

SPECIAL PROVISION

ITEM 168

VEGETATIVE WATERING

For this Contract, Item 164, of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 168.3. Construction. This section is supplemented by the following:

All new/existing designated landscape planting and landscape planting beds, and specific locations as identified by the Mobility Authority or as directed by the Construction/Maintenance Manager shall be maintained to ensure healthy prolific plant material. Primary target areas include new plantings along 183A north of FM 1431.

The Contractor is responsible for furnishing and placing water as directed by the Construction/Maintenance Manager to ensure healthy plantings.

Water shall be obtained by the Contractor, hauled, and vegetative watering accomplished by approved mechanical means.

SPECIAL PROVISION

ITEM 169

SOIL RETENTION BLANKET

For this project, Item **Error! Reference source not found.**, “Soil Retention Blankets,” of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 169.2 Materials. The first sentence is voided and replaced by the following:

Provide only SRB that meet the requirements of DMS-6370 and are on the Approved Products List, “Erosion Control Approved Products.”

Article 169.2. Materials, Section B. Class 2 – Flexible Channel Liners is voided and replaced with the following:

1. **Type E.** Biodegradable materials with shear stress less than 2.0 lbs. per square foot,
2. **Type F.** Biodegradable materials with shear stress less than 4.0 lbs. per square foot,
3. **Type G.** Non-biodegradable materials with shear stress less than 6.0 lbs. per square foot,
4. **Type H.** Non-biodegradable materials with shear stress less than 8.0 lbs. per square foot.

Article 169.3. Construction is voided and replaced by the following:

Provide a copy of the manufacturer’s installation instructions to the Engineer prior to placement of the material. Place the SRB within 24 hr. after the seeding or sodding operation, or when directed. Installation and anchorage of the SRB shall be in strict accordance with the recommendations contained within the manufacturer’s published literature. Installation includes the repair of ruts, reseeding or resodding, and the removal of rocks, clods, and other foreign materials which may prevent contact of the blanket with the soil.

SPECIAL PROVISION

ITEM 500-RMA01

MOBILIZATION

For this project, Item 500, "Mobilization," of the Standard Specifications, is hereby voided and replaced with the following:

500.1. Description. Obtain bonds and insurance required for the project.

500.2. Measurement. This item will be measured by the lump sum on a per year basis.

500.3. Payment. Payment will only be made for the Contractor's actual cost of the performance bond and required insurance. Payment will be made upon presentation of a paid invoice for such performance bond and required insurance.

SPECIAL PROVISION

ITEM 730

ROADSIDE MOWING

For this Contract, Item 730, "Roadside Mowing", of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

730.3. Work Methods. Paragraph B is deleted and replaced by the following:

B. Mowing Types.

1. Strip Mowing (performed in conjunction with Bid Item 1007)
 - Mow a minimum five (5) foot strip of vegetation along edge of the planting beds and roadside plants.
 - Mow around appurtenances within the strip width.

730.4. Measurement. Paragraph is deleted and replaced by the following:

"Strip Mowing" will be measured as a component to the various Bid Item 1007 cycles.

730.5. Payment. Paragraph is deleted and replaced by the following:

The work performed and materials furnished in accordance with "Strip Mowing" are considered subsidiary to Item 1007.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

SPECIAL SPECIFICATIONS

To

TEXAS DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF
HIGHWAYS, STREETS, AND BRIDGES
2004

FOR

183A TOLL ROAD AND MANOR EXPRESSWAY PROJECTS

CONTRACT NO. 13-227/246-01M

LANDSCAPE MAINTENANCE

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SPECIAL SPECIFICATION

ITEM 1007

LANDSCAPE MAINTENANCE

1007.1 Description. Perform landscape maintenance, including mowing, trimming, edging, fertilizing, weeding, and litter pickup, in the designated landscape areas within the designated limits of the 183A Toll Road and Manor Expressway Corridors as indicated in the designated cycle or on-call item per the Construction/Maintenance Manager's request.

The following requirements are intended to describe the minimum expectations that the Mobility Authority deems necessary to result in healthy and vigorous plant growth for this region of Texas. All areas will be inspected by the Mobility Authority after the Contractor notifies the Construction/Maintenance Manager that a cycle is complete. If the minimum maintenance expectation activities do not result in a healthy, vigorous and/or acceptable plant growth, the Contractor is required to implement additional maintenance activities to bring the planting beds into compliance.

1007.2 Materials. Furnish materials in accordance with Section 192.2 "Materials" unless otherwise specified.

1007.3 Work Methods.

A. Plant Bed Maintenance. The Contractor is responsible for all landscape plant materials (group plantings) within landscape planting beds in the designated areas along the 183A Toll Road and Manor Expressway right-of-way to ensure healthy and vigorous plant growth. All landscape plants and landscape beds within the designated project limits will be inspected by the Mobility Authority. All deficiencies discovered shall be repaired by the Contractor within seven (7) calendar days of notification by the Mobility Authority.

The Contractor will perform the following tasks in the designated areas shown within the designated 183A Toll Road and Manor Expressway Project Limits of Work:

1. Mulching and Reshaping of Plant Beds. Any area of bare soil within planting beds or tree rings shall have mulch added. Mulch shall be maintained at a settled depth of three inches (3"). Replacement mulch shall be shredded hardwood mulch. All landscape beds shall be mulched every late March and September.

As requested by the Mobility Authority, the Contractor will inspect aggregate areas. Aggregate outside of identified boundaries shall be returned. Where aggregate areas are thin or bare, additional gravel/stone that matches the area shall be added.

2. Mowing. The provisions of Item 730 shall govern.

3. Pruning. Pruning shall be defined as arboriculture within this article. *All tree care shall be supervised by an ISA Certified Arborist.*

Trees shall be pruned once each year in accordance with accepted pruning practices as set forth by the National Arborist Association in Pruning Standards for Shade Trees. Pruning shall be "Class II" pruning and shall be completed in such a manner that the original symmetry of the particular tree species is maintained and promoted. On an as-needed basis, trees shall be pruned to ensure they do not interfere with vehicles or sight distance, or inhibit the visibility of signs, as required to meet applicable TXDOT standards or as otherwise required by the Mobility Authority.

The Contractor shall inspect all tree plantings for any disease or insect infestations and shall notify the Mobility Authority's Construction/Maintenance Manager immediately upon discovery.

4. Litter Pickup. Remove and dispose of litter from the landscape bed areas. Litter includes matter not part of the highway facility, such as trash, garbage, scrap metals, paper, wood, plastic, glass products, animal remains, rubber products, household appliances, and large bulky items.
5. Fertilizer Application. Perform fertilization in all landscaped beds detailed in exhibits. Turf fertilization is to occur only at the FOB. For tree and shrub fertilizer, all fertilizers shall be commercially produced and submitted for approval prior to application. Applications logs are required. Fertilizer application shall be applied no more than twice per year (it is anticipated to take place in late March and September). The application for shrubs shall be a solid fertilizer with an N-P-K ratio of 10-10-10 at a rate of 5 pounds per 1000 square feet, 50% of which must be in slow release form. Trees shall receive ½ pound of the same fertilizer evenly spread over a diameter of 10' surrounding the tree trunk.

Ornamental grasses shall not require fertilizer within the duration of this Contract. Equipment for fertilizer application shall be properly calibrated and thoroughly cleansed between each use.

6. Herbicide/Pesticide Treatment. All herbicide treatments for designated landscape planter beds and landscape areas shall be supervised by a licensed TDA Pesticide Applicator. All herbicide activities shall be recorded and maintained on file and submitted to the Mobility Authority upon request. The records shall contain dates of application, application rates, mixing rates, manufacturer's labels, etc.

Planting beds shall be kept clean of all vegetation not identified for that area by the Construction/Maintenance Manager. Separation lines between vegetation types shall be maintained by removing plants that have re-seeded themselves over plant boundaries. For example, Little Bluestem seedlings found growing in a Flame Grass planting bed shall be removed.

Herbicides may be used to assist the Contractor in weed eradication under the following specific conditions: 1) the proposed plan of application has been approved by the Mobility Authority's Construction/Maintenance Manager; 2) the herbicide does no damage to desirable vegetation; and 3) noticeable dead vegetation is removed within seven (7) calendar days following an effective application.

The Contractor may use a pre-emergent in bed areas. Equipment for herbicide application shall be properly calibrated and thoroughly cleaned between each use.

Herbicides should not be applied when rainfall is imminent or in windy conditions. Precautions shall be taken to avoid contact with unprotected persons.

The TxDOT Roadside Vegetation Maintenance Manual should be referenced for additional herbicide application guidance.

Herbicide/Pesticide Treatment will not be paid directly and will be considered subsidiary to Items 1007-001 and 1007-002.

7. Irrigation System Operation and Inspection (Manor Expressway only). *All irrigation maintenance shall be supervised by a Licensed Irrigator.* The existing irrigation system will consist of an automated below ground drip/spray-type system. The Contractor shall inspect each zone of the system as part of the Plant Bed Maintenance cycle for the duration of the maintenance Contract. The Contractor shall notify the Mobility Authority immediately of any malfunctioning zone or part upon discovery.

The Contractor shall provide the Mobility Authority a designated 24-hour contact for repairs deemed to be urgent in nature. Upon verbal notification by the Construction/Maintenance Manager, the Contractor shall dispatch personnel for immediate repair, regardless of the hour or date of the year.

8. Work Schedule. The Contractor shall commence work within seven (7) calendar days of notification by the Construction/Maintenance Manager unless otherwise approved by the Construction/Maintenance Manager in writing.

The Contractor shall complete all work within seven (7) calendar days after commencement of such work unless otherwise approved by the Construction/Maintenance Manager in writing.

9. Monthly Walk-through. The Contractor's Project Manager shall participate in a monthly walk-through with the Mobility Authority's Construction/Maintenance Manager within the first ten (10) days of each month as requested.

B. Roadway Planting Maintenance. The Contractor is responsible for all individually planted materials (shade trees, ornamental trees and large shrubs) in the designated areas along the 183A Toll Road and Manor Expressway right-of-way to ensure healthy and vigorous plant growth. All individual plants within the designated project limits will be inspected by the

Mobility Authority. All deficiencies discovered shall be repaired by the Contractor within seven (7) calendar days of notification by the Mobility Authority.

1. Mulching and Reshaping of Plant Tree or Shrub Rings. Any area of bare soil within tree and large shrub rings shall have mulch added. Mulch shall be maintained at a settled depth of three inches (3”). Replacement mulch shall be shredded hardwood mulch. Any trees and large shrubs located in turf grass area will be mulched within the tree ring every late March and September.
2. Mowing. The provisions of Item 730 shall govern.
3. Pruning. Pruning shall be defined as arboriculture within this article. *All tree care shall be supervised by an ISA Certified Arborist.*

Trees shall be pruned once each year in accordance with accepted pruning practices as set forth by the National Arborist Association in Pruning Standards for Shade Trees. Pruning shall be “Class II” pruning and shall be completed in such a manner that the original symmetry of the particular tree species is maintained and promoted. On an as-needed basis, trees shall be pruned to ensure they do not interfere with vehicles or sight distance, or inhibit the visibility of signs, as required to meet applicable TXDOT standards or as otherwise required by the Mobility Authority.

The Contractor shall inspect all tree plantings for any disease or insect infestations and shall notify the Mobility Authority’s Construction/Maintenance Manager immediately upon discovery.

4. Litter Pickup. Remove and dispose of litter from the landscape bed areas. Litter includes matter not part of the highway facility, such as trash, garbage, scrap metals, paper, wood, plastic, glass products, animal remains, rubber products, household appliances, and large bulky items.
5. Fertilizer Application. Perform fertilization of all individually planted trees and large shrubs as detailed in exhibits. Turf fertilization is to occur only at the FOB. For tree and shrub fertilizer, all fertilizers shall be commercially produced and submitted for approval prior to application. Applications logs are required. Fertilizer application shall be applied no more than twice per year (it is anticipated to take place in late March and September). The application for shrubs shall be a solid fertilizer with an N-P-K ratio of 10-10-10 at a rate of 5 pounds per 1000 square feet, 50% of which must be in slow release form. Trees shall receive ½ pound of the same fertilizer evenly spread over a diameter of 10’ surrounding the tree trunk.

Ornamental grasses shall not require fertilizer within the duration of this Contract. Equipment for fertilizer application shall be properly calibrated and thoroughly cleansed between each use.

6. Herbicide/Pesticide Treatment. All herbicide treatments for designated landscape planter beds and landscape areas shall be supervised by a licensed TDA Pesticide Applicator. All herbicide activities shall be recorded and maintained on file and submitted to the Mobility Authority upon request. The records shall contain dates of application, application rates, mixing rates, manufacturer's labels, etc.

Planting beds shall be kept clean of all vegetation not identified for that area by the Construction/Maintenance Manager. Separation lines between vegetation types shall be maintained by removing plants that have re-seeded themselves over plant boundaries. For example, Little Bluestem seedlings found growing in a Flame Grass planting bed shall be removed.

Herbicides may be used to assist the Contractor in weed eradication under the following specific conditions: 1) the proposed plan of application has been approved by the Mobility Authority's Construction/Maintenance Manager; 2) the herbicide does no damage to desirable vegetation; and 3) noticeable dead vegetation is removed within seven (7) calendar days following an effective application.

The Contractor may use a pre-emergent in bed areas. Equipment for herbicide application shall be properly calibrated and thoroughly cleaned between each use.

Herbicides should not be applied when rainfall is imminent or in windy conditions. Precautions shall be taken to avoid contact with unprotected persons.

The TxDOT Roadside Vegetation Maintenance Manual should be referenced for additional herbicide application guidance.

Herbicide/Pesticide Treatment will not be paid directly and will be considered subsidiary to Items 1007-003 and 1007-004.

7. Work Schedule. The Contractor shall commence work within seven (7) calendar days of notification by the Construction/Maintenance Manager unless otherwise approved by the Construction/Maintenance Manager in writing.

The Contractor shall complete all work within seven (7) calendar days after commencement of such work unless otherwise approved by the Construction/Maintenance Manager in writing.

8. Monthly Walk-through. The Contractor's Project Manager shall participate in a monthly walk-through with the Mobility Authority's Construction/Maintenance Manager within the first ten (10) days of each month as requested.

C. 183A Field Operations Building (FOB). The Contractor will maintain the FOB grounds by performing mowing, trimming and edging, plant maintenance, and other activities. The Contractor shall perform all of these tasks that constitute “183A Field Operations Building (FOB) by the cycle as shown in the plans. Landscape maintenance for the FOB includes the following:

1. FOB Plant Maintenance. The Contractor is responsible for all landscape plant materials (group plantings) within landscape beds and individually planted materials in the designated areas located at the FOB to ensure healthy and vigorous plant growth. All landscape plants and landscape beds within the designated project limits will be inspected by the Mobility Authority.

All landscape plants and landscape beds on the FOB grounds will be inspected weekly by the Mobility Authority. All deficiencies discovered shall be repaired within seven (7) days of notification by the Mobility Authority. Replacement plant material shall be identical in species to those removed and shall be of similar size to adjacent material of the same species. In the event that a suitable type and size of plant material cannot be found, the Contractor shall make a recommendation of the type and size of the plant material to be replaced.

2. Mulching and Reshaping of Planting Beds and Tree/Shrub Rings. Any area of bare soil within planting beds, tree rings and large shrub rings shall have mulch added. Mulch shall be maintained at a settled depth of three inches (3”). Replacement mulch shall be shredded hardwood mulch. Any trees and large shrubs located in turf grass area will be mulched within the tree ring every late March and September.
3. Mowing, Trimming, and Edging. The turf at the FOB shall be maintained to ensure a solid, healthy Bermuda grass stand, free of weeds and undesirable grasses. Turf density shall be maintained at all times to prevent washouts and/or erosion. The Contractor shall make every effort to eliminate all broadleaf weeds and undesirable grasses in order to ensure a solid, healthy grass stand. Turf areas will be inspected after each cycle is complete by the Mobility Authority. The Contractor shall repair all deficiencies discovered prior to the next inspection. In all turf area at the FOB, the height of turf shall be kept between two inches (2”) and three inches (3”) at all times. All litter shall be removed from the area prior to the commencement of mowing.

Grass clippings are not permitted on parking lots, sidewalks, trails, riprap, curbs, etc. and shall be removed and disposed of away from the Mobility Authority right-of-way. The Contractor shall not allow grass clippings to enter any drainage inlets. Excessive grass clippings remaining on the turf areas shall be removed either by raking or additional mowing to mulch the grass clippings. No visible grass clumps or clippings shall be visible from the street. Turf grass shall be trimmed around all fixed objects (such as signs, ornamental steel fence, wooden fences, and retaining walls, etc.) at each turf grass mowing cycle. Trimmed areas shall be of identical finished height of adjoining mowed turf height. Trimming shall be accomplished within 24 hours of turf mowing in the designated areas.

Turf grass edging along mow curbs, vehicular curbs, sidewalks, trails, drainage flumes, drain inlet boxes, electrical boxes and irrigation boxes shall be performed every cycle. Any vegetation in pavement joints shall be killed and removed within ten (10) days of discovery. Turf shall not be allowed to encroach along walls, sidewalks, islands, riprap or curbs and will be killed and removed.

Only rotary mowers are allowed for turf grass and strip mowing. Mower blades shall be maintained in such a manner that grass cuts are clean and sharp. No mowing equipment exceeding 2,000 pounds is allowed. Turf trimming shall be accomplished with nylon line trimmers. Steel blade rotary edges may be utilized along mow curbs, pavement edges, and sidewalks.

Mowing shall not be performed within ten (10) calendar days following an application of herbicide or when soil and turf conditions are wet to the point that turf damage or ruts will occur.

Mowing will not be paid directly and will be considered subsidiary to Item 1007-005.

4. Pruning. Pruning shall be defined as arboriculture within this article. *All tree care shall be supervised by an ISA Certified Arborist.*

Trees shall be pruned once each year in accordance with accepted pruning practices as set forth by the National Arborist Association in Pruning Standards for Shade Trees. Pruning shall be "Class II" pruning and shall be completed in such a manner that the original symmetry of the particular tree species is maintained and promoted. On an as-needed basis, trees shall be pruned to ensure they do not interfere with vehicles or sight distance, or inhibit the visibility of signs, as required to meet applicable TXDOT standards or as otherwise required by the Mobility Authority.

The Contractor shall inspect all tree plantings for any disease or insect infestations and shall notify the Mobility Authority's Construction/Maintenance Manager immediately upon discovery.

5. Litter Pickup. Remove and dispose of litter from the landscape bed areas. Litter includes matter not part of the highway facility, such as trash, garbage, scrap metals, paper, wood, plastic, glass products, animal remains, rubber products, household appliances, and large bulky items.
6. Fertilizer Application. Perform fertilization in all landscaped beds and tree areas detailed in exhibits. Turf fertilization is to occur only at the FOB. For tree and shrub fertilizer, all fertilizers shall be commercially produced and submitted for approval prior to application. Applications logs are required. Fertilizer application shall be applied no more than twice per year (it is anticipated to take place in late March and September). The application for shrubs shall be a solid fertilizer with an N-P-K ratio of 10-10-10 at a rate of 5 pounds per 1000 square feet, 50% of which must be in slow release form. Trees

shall receive ½ pound of the same fertilizer evenly spread over a diameter of 10' surrounding the tree trunk.

Ornamental grasses shall not require fertilizer within the duration of this Contract. Equipment for fertilizer application shall be properly calibrated and thoroughly cleansed between each use.

7. Herbicide/Pesticide Treatment. All herbicide treatments for designated landscape planter beds and landscape areas shall be supervised by a licensed TDA Pesticide Applicator. All herbicide activities shall be recorded and maintained on file and submitted to the Mobility Authority upon request. The records shall contain dates of application, application rates, mixing rates, manufacturer's labels, etc.

Planting beds shall be kept clean of all vegetation not identified for that area by the Construction/Maintenance Manager. Separation lines between vegetation types shall be maintained by removing plants that have re-seeded themselves over plant boundaries. For example, Little Bluestem seedlings found growing in a Flame Grass planting bed shall be removed.

Herbicides may be used to assist the Contractor in weed eradication under the following specific conditions: 1) the proposed plan of application has been approved by the Mobility Authority's Construction/Maintenance Manager; 2) the herbicide does no damage to desirable vegetation; and 3) noticeable dead vegetation is removed within seven (7) calendar days following an effective application.

The Contractor may use a pre-emergent in bed areas. Equipment for herbicide application shall be properly calibrated and thoroughly cleaned between each use.

Herbicides should not be applied when rainfall is imminent or in windy conditions. Precautions shall be taken to avoid contact with unprotected persons.

The TxDOT Roadside Vegetation Maintenance Manual should be referenced for additional herbicide application guidance.

Herbicide/Pesticide Treatment will not be paid directly and will be considered subsidiary to Item 1007-005.

8. Irrigation System Operation and Inspection. *All irrigation maintenance shall be supervised by a Licensed Irrigator.* The existing irrigation system will consist of an automated below ground drip/spray-type system. The Contractor shall inspect each zone of the system as part of the Plant Bed Maintenance cycle for the duration of the maintenance Contract. The Contractor shall notify the Mobility Authority immediately of any malfunctioning zone or part upon discovery.

The Contractor shall provide the Mobility Authority a designated 24-hour contact for repairs deemed to be urgent in nature. Upon verbal notification by the

Construction/Maintenance Manager, the Contractor shall dispatch personnel for immediate repair, regardless of the hour or date of the year.

9. Work Schedule. The Contractor shall commence work within seven (7) calendar days of notification by the Construction/Maintenance Manager unless otherwise approved by the Construction/Maintenance Manager in writing.

The Contractor shall complete all work within seven (7) calendar days after commencement of such work unless otherwise approved by the Construction/Maintenance Manager in writing.

10. Monthly Walk-through. The Contractor's Project Manager shall participate in a monthly walk-through with the Mobility Authority's Construction/Maintenance Manager within the first ten (10) days of each month as requested.

D. 183A Brushy Creek Pedestrian Bridge (Pedestrian Bridge). The Contractor shall perform all of these tasks that constitute "183A Brushy Creek Pedestrian Bridge (Pedestrian Bridge)" by the cycle as shown in the plans. Landscape maintenance of the Pedestrian Bridge grounds (including the adjacent parking lot) includes the following:

1. Mulching. As requested by the Mobility Authority, the Contractor will inspect aggregate areas. Aggregate outside of identified boundaries shall be returned. Where aggregate areas are thin or bare, additional gravel/stone that matches the area shall be added.
1. Mowing. The sodded areas identified in the plan exhibits shall be maintained to ensure solid, healthy grass stands. Mowing shall include mowing, trimming, edging and blowing of the pedestrian bridge grounds including areas surrounding the parking lot, adjacent inlets (at both ends of parking lot) and within five feet (5') of landscape areas (aggregate mulch) at each mowing cycle. Upon completion of a mowing cycle, finished grass shall have a consistent height of between six inches (6") and eight inches (8"). Edging shall be performed following the completion of mowing. Turf shall not be allowed to encroach along any paved surfaces along the SUP or the landscape areas. Turf maintenance equipment shall not be used when ground is sufficiently wet to produce ruts.

Grass clippings are not permitted on any paved surfaces within the Pedestrian Bridge grounds. The Contractor shall not allow grass clippings to enter any drainage inlets. Excessive grass clippings remaining on the turf areas shall be removed by raking, bagging, or blowing them outside of the limit of work. Clumps of grass shall not be visible from the Pedestrian Bridge grounds.

Only rotary mowers are allowed for turf grass mowing. Mower blades shall be maintained in such a manner that grass cuts are clean and sharp. No mowing equipment exceeding 2000 pounds and/or 48" width mowing deck is allowed. Turf trimming shall be accomplished with nylon line trimmers. Steel blade rotary edges may be utilized along mow curbs, pavement edges, and sidewalks.

Mowing will be included in the Pedestrian Bridge cycle. The work performed and materials furnished in accordance with this Item are considered subsidiary to Item 1007-007.

2. Pruning. Pruning shall be defined as arboriculture within this article. *All tree care shall be supervised by an ISA Certified Arborist.*

Trees shall be pruned once each year in accordance with accepted pruning practices as set forth by the National Arborist Association in Pruning Standards for Shade Trees. Pruning shall be “Class II” pruning and shall be completed in such a manner that the original symmetry of the particular tree species is maintained and promoted. On an as-needed basis, trees shall be pruned to ensure they do not interfere with vehicles or sight distance, or inhibit the visibility of signs, as required to meet applicable TXDOT standards or as otherwise required by the Mobility Authority.

The Contractor shall inspect all tree plantings for any disease or insect infestations and shall notify the Mobility Authority’s Construction/Maintenance Manager immediately upon discovery.

3. Sweeping. Sweeping includes litter pickup. All litter shall be removed from all areas visible from the Pedestrian Bridge grounds. Litter is defined as trash, garbage, scrap metals, wood, rags, paper, plastic, glass, rubber, feces, animal remains, and any other foreign materials that are located in paved and grassy areas.

Excessive soil shall be removed along paved areas such that the path maintains a clean and presentable appearance. The Pedestrian Bridge grounds shall be swept and scrubbed, where necessary, in order to maintain this appearance.

4. Herbicide/Pesticide Treatment. All herbicide treatments for designated landscape areas, primarily aggregate mulch, shall be supervised by a licensed TDA Pesticide Applicator. All herbicide activities shall be recorded and maintained on file and submitted to the Mobility Authority upon request. The records shall contain dates of application, application rates, mixing rates, manufacturer’s labels, etc.

Landscape areas shall be kept clean of all vegetation not identified for that area by the Construction/Maintenance Manager. Separation lines between vegetation types shall be maintained by removing plants that have re-seeded themselves over plant boundaries. For example, Little Bluestem seedlings found growing in a Flame Grass planting bed shall be removed.

Herbicides may be used to assist the Contractor in weed eradication under the following specific conditions: 1) the proposed plan of application has been approved by the Mobility Authority’s Construction/Maintenance Manager; 2) the herbicide does no damage to desirable vegetation; and 3) noticeable dead vegetation is removed within seven (7) calendar days following an effective application.

The Contractor may use a pre-emergent in bed areas. Equipment for herbicide application shall be properly calibrated and thoroughly cleaned between each use.

Herbicides should not be applied when rainfall is imminent or in windy conditions. Precautions shall be taken to avoid contact with unprotected persons.

The TxDOT Roadside Vegetation Maintenance Manual should be referenced for additional herbicide application guidance.

Herbicide/Pesticide Treatment will not be paid directly and will be considered subsidiary to Item 1007-006.

5. Work Schedule. The Contractor shall commence work within seven (7) calendar days of notification by the Construction/Maintenance Manager unless otherwise approved by the Construction/Maintenance Manager in writing.
The Contractor shall complete all work within seven (7) calendar days after commencement of such work unless otherwise approved by the Construction/Maintenance Manager in writing.
6. Monthly Walk-through. The Contractor's Project Manager shall participate in a monthly walk-through with the Mobility Authority's Construction/Maintenance Manager within the first ten (10) days of each month as requested.

E. 183A Shared-Use Path (SUP). The Contractor shall perform all of these tasks that constitute "183A Shared-Use Path (SUP) by the cycle as shown in the plans. Landscape maintenance of the designated limits of work for the 183A Corridor SUP includes the following:

1. Mowing. The turf alongside the 183A Corridor SUP shall be maintained to ensure solid, healthy grass stands. Mowing shall include mowing, trimming, edging and blowing along the SUP. The Contractor will mow and trim all grass within five feet (5') of both edges of the SUP at each mowing cycle. Upon completion of a mowing cycle, finished grass shall have a consistent height of between six inches (6") and eight inches (8"). Edging shall be performed following the completion of mowing. Turf shall not be allowed to encroach along any paved surfaces along the SUP. Turf maintenance equipment shall not be used when ground is sufficiently wet to produce ruts.

Grass clippings are not permitted on any paved surfaces along the SUP. The Contractor shall not allow grass clippings to enter any drainage inlets. Excessive grass clippings remaining on the turf areas shall be removed by raking, bagging, or blowing them outside of the SUP. Clumps of grass shall not be visible from the SUP.

Only rotary mowers are allowed for turf grass mowing. Mower blades shall be maintained in such a manner that grass cuts are clean and sharp. No mowing equipment exceeding 2000 pounds and/or 48" width mowing deck is allowed. Turf trimming shall be accomplished with nylon line trimmers. Steel blade rotary edges may be utilized along mow curbs, pavement edges, and sidewalks.

Mowing will be included in the SUP cycle. The work performed and materials furnished in accordance with this Item are considered subsidiary to Item 1007-007.

2. Sweeping. Sweeping includes litter pickup. All litter shall be removed from all areas visible from the SUP. Litter is defined as trash, garbage, scrap metals, wood, rags, paper, plastic, glass, rubber, feces, animal remains, and any other foreign materials that are located in paved and grassy areas.

Excessive soil shall be removed along paved areas such that the path maintains a clean and presentable appearance. The SUP shall be swept and scrubbed, where necessary, in order to maintain this appearance.

3. Herbicide/Pesticide Treatment. All herbicide treatments shall be supervised by a licensed TDA Pesticide Applicator. All herbicide activities shall be recorded and maintained on file and submitted to the Authority upon request. The records shall contain dates of application, application rates, mixing rates, manufacturer's labels, etc. For herbicide and weed control, spot spraying of areas within the pavement and within 48 inches (48") of both edges of the SUP shall be applied to weeds, foreign grass, leaves and/or other undesirable vegetation at all times.

Herbicides may be used to assist the Contractor in weed eradication under the following specific conditions: 1) the proposed plan of application has been approved by the Authority's Maintenance Supervisor; 2) the herbicide does no damage to desirable vegetation; and 3) noticeable dead vegetation is removed within 3 days following an effective application.

The Contractor may use a pre-emergent. Equipment for herbicide application shall be properly calculated and thoroughly cleaned between each use.

Herbicides should not be applied when rainfall is imminent or in windy conditions. Precautions shall be taken to ensure no contact of herbicides is made with unprotected persons.

The TxDOT Roadside Vegetation Maintenance Manual should be referenced for additional herbicide application guidance.

Herbicide Treatment will be included in the SUP cycle. The work performed and materials furnished in accordance with this Item are considered subsidiary to Item 1007-007.

4. Work Schedule. The Contractor shall commence work within seven (7) calendar days of notification by the Construction/Maintenance Manager unless otherwise approved by the Construction/Maintenance Manager in writing.

The Contractor shall complete all work within seven (7) calendar days after commencement of such work unless otherwise approved by the Construction/Maintenance Manager in writing.

5. Monthly Walk-through. The Contractor’s Project Manager shall participate in a monthly walk-through with the Mobility Authority’s Construction/Maintenance Manager within the first ten (10) days of each month as requested.

1007.4 Measurement. This Item will be measured as follows:

- A. **Plant Bed Maintenance.** By the cycle.
- B. **Roadway Planting.** By the cycle.
- C. **183A Field Operations Building (FOB).** By the cycle.
- D. **183A Brushy Creek Pedestrian Bridge (Pedestrian Bridge).** By the cycle.
- E. **183A Shared-Use Path (SUP).** By the cycle.

Landscape Maintenance Summary*	
	Cycles per Year
Plant Bed Maintenance for 183A Toll Road (Bid Item 1007-001)	19/yr
Plant Bed Maintenance for Manor Expressway (Bid Item 1007-002)	19/yr
Roadway Planting for 183A Toll Road (Bid Item 1007-003)	19/yr
Roadway Planting for Manor Expressway (Bid Item 1007-004)	19/yr
183A Field Operations Building (Bid Item 1007-005)	21/yr
183A Brushy Creek Pedestrian Bridge (Bid Item 1007-006)	10/yr
183A Shared-Use Path (Bid Item 1007-007)	10/yr

* This tabulation only reflects an estimate of the anticipated frequencies for the various cycles/landscape maintenance activities that the Contractor may be requested to provide. This summary is being provided **for informational purposes only** to serve as a guide in preparing the bids.

1007.5. Payment.

The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit prices bid for “Plant Bed Maintenance”, “Roadway Planting”, “183A Field Operations Building (FOB)”, “183A Brushy Creek Pedestrian Bridge (Pedestrian Bridge)” and “183A Shared-Use Path (SUP)” at locations specified.

The payment for each cycle shall be full compensation for providing all labor, equipment, materials, fuel, tools, roadway tolls and incidentals for the Landscape Maintenance work required during the Contract period.