

**Bid Tabulation Packet
for
Solicitation 11219-09**

Maintenance, Road: Microsurfacing



Collin County

Bid #11219-09 - Maintenance, Road: Microsurfacing

Creation Date Jan 5, 2009

End Date Feb 12, 2009 2:00:00 PM CST

Start Date Jan 28, 2009 12:54:19 PM CST

Awarded Date Not Yet Awarded

11219-09-1-01 Price per ton constructed/laid.					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Viking Construction, Inc.	 First Offer - \$227.10	1 / ton	\$227.10	Y	Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
Ballou Construction Co., Inc.	First Offer - \$235.60	1 / ton	\$235.60		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Supplier Totals

Viking Construction, Inc.	\$227.10
Bid Contact Brad Pearce vikingbjp@yahoo.com Ph 512-930-5777	Address 2592 Shell Rd. Georgetown, TX 78628
Agency Notes:	Supplier Notes:
Ballou Construction Co., Inc.	\$235.60
Bid Contact Rex Eberly rex@ballouco.com Ph 785-825-5303	Address 1100 W. Grand Salina, KS 67401
Agency Notes:	Supplier Notes:

**

Viking Construction, Inc.

Bid Contact Brad Pearce
vikingbjp@yahoo.com
 Ph 512-930-5777

Address 2592 Shell Rd.
 Georgetown, TX 78628

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
11219-09-1-01	Price per ton constructed/laid.	Supplier  Product Code:	First Offer - \$227.10	1 / ton	\$227.10	Y	Y
Supplier Total							\$227.10

Viking Construction, Inc.

Item: Price per ton constructed/laid.

Attachments

Viking Bid.pdf

Solicitation 11219-09

Maintenance, Road: Microsurfacing



Collin County

Bid 11219-09 Maintenance, Road: Microsurfacing

Bid Number **11219-09**
Bid Title **Maintenance, Road: Microsurfacing**

Bid Start Date **Jan 28, 2009 12:54:19 PM CST**
Bid End Date **Feb 12, 2009 2:00:00 PM CST**
Question & Answer
End Date **Feb 11, 2009 12:00:00 PM CST**

Bid Contact **Matt Dobecka CPPB**
Contract Administrator
Collin County Purchasing
972-548-4103
mdobecka@co.collin.tx.us

Contract Duration **1 year**
Contract Renewal **2 annual renewals**
Prices Good for **90 days**

Standard Disclaimer *****Note to Bidders/Offerors~The following standard disclaimer applies to Invitation to Bid (IFB) and Request for Proposal (RFP) ONLY, not applicable to Request for Qualifications (RFQ) or Request for Information (RFI).*****

Prices bid/proposed shall only be considered if they are provided in the appropriate space(s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.

All delivery and freight charges (F.O.B. inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

Bid Comments **The intended use/purpose for this Invitation for Bid is to provide information for the micro-surfacing of existing roadways within Collin County.**

Changes made on Feb 2, 2009 2:50:51 PM CST

New Documents **Section 4.0 Special Conditions and Specifications-Revised.DOC
Addendum1.doc**

Removed Documents **Section 4.0 Special Conditions and Specifications.DOC**

Changes were made to the following items:

Price per ton constructed/laid.

Item Response FormItem **11219-09-1-01 - Price per ton constructed/laid.**Quantity **1 ton**Unit Price **\$ 227.10**Delivery Location **Collin County**
No Location Specified

Qty 1

VIKING CONSTRUCTION, INC.
2592 SHELL ROAD
GEORGETOWN, TX 78628**Description**

Price per ton constructed/laid. Collin County anticipates usage of 825,000 square yards of road surface and the City of Allen anticipates 50,000 square yards of road surface.

Added on Feb 2, 2009:

Price per ton constructed/laid. Collin County anticipates usage of 185,000 square yards of road surface and the City of Allen anticipates 50,000 square yards of road surface.

Changes made on Feb 2, 2009 2:50:51 PM CST**TWO HUNDRED TWENTY SEVEN DOLLARS
AND TEN CENTS PER TON**



COLLIN COUNTY, TEXAS

ADDENDUM No. ONE (1)

IFB NO. 11219-09

INVITATION FOR BID

FOR

MAINTENANCE, ROAD: MICROSURFACING

DATE: February 2, 2009

NOTICE TO ALL PROSPECTIVE BIDDERS:

YOU ARE HEREBY DIRECTED TO MAKE CHANGES TO THE INVITATION FOR BIDS IN ACCORDANCE WITH THE ATTACHED INFORMATION.

Delete: Section 4.0 Special Conditions and Specifications

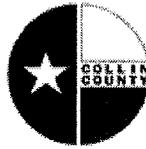
Replace with: Section 4.0 Special Conditions and Specifications-Revised

Revised Section 4.0 corrects the estimated annual usage for Collin County.

PLEASE NOTE ALL OTHER TERMS, CONDITIONS, SPECIFICATIONS DRAWINGS, ETC. REMAIN UNCHANGED.

SINCERELY,
FRANKLIN YBARBO
PURCHASING AGENT

FY/xx
Encl.



COLLIN COUNTY, TEXAS

INVITATION FOR BID

SUBMIT BIDS TO:

Collin County Purchasing Dept.
 Second Floor
 Collin County Courthouse
 200 South McDonald Street, Suite 230
 McKinney, Texas 75069

****NOTE:**

All correspondence must include suite number to assist in proper delivery.**

ELECTRONIC AND HARD COPY PAPER BIDS SHALL BE SUBMITTED AND RECEIVED NO LATER THAN BID END TIME AS FOLLOWS:

2:00 P.M., Thursday, February 12, 2009

IFB NO: 11219-09

TITLE: Maintenance, Road: Microsurfacing

ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING DEPARTMENT BEFORE RECEIVING DATE AND TIME

Public opening of bids is scheduled to be held in the Purchasing Department Conference Room, Second Floor, Annex A, 200 S. McDonald Street, McKinney, Texas 75069.

If bidder does not wish to submit a bid at this time, please submit a "NO BID" by the same time and at the same location as stated above and state the reasons for such.

Awards should be made not more than ninety (90) days after receiving date.

Collin County is always conscious and extremely appreciative of your time and effort in the preparing of this bid. Requests for information should be directed to:

Matt Dobecka, CPPB
 Contract Administrator
 Purchasing Department
 Collin County Courthouse Annex A
 200 S. McDonald St, Suite 230
 McKinney, Texas 75069
 Telephone: 972/548-4103 or;
 Dallas Metro 972/424-1460 ext. 4103
 Facsimile: 972/548-4694
 E-Mail: mdobecka@co.collin.tx.us

RESULTS WILL NOT BE GIVEN BY TELEPHONE

COLLIN COUNTY, TEXAS TERMS AND CONDITIONS

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder/Quoter/Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Quoter/Contractor/Service Provider.

1.0.1.3 County refers to Collin County

1.0.1.4 The term "Forum" shall include Collin County and all participating entities of the Collin County Governmental Purchasers Forum.

1.0.1.5 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder/Quoter/Offeror.

1.0.1.6 IFB: refers to Invitation For Bid.

1.0.1.7 RFQ: refers to Request For Qualifications.

1.0.1.8 RFP: refers to Request For Proposal.

1.0.1.9 RFI: refers to Request For Information.

1.0.1.10 Quotation: refers to Request for Quotation.

1.1 If Bidder/Quoter/Offeror does not wish to submit an offer at this time, please submit a No Bid Form.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses BidSync for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid/quote/submittal may not be withdrawn or canceled by the bidder/quoter/offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids/Quotes/Proposals/Submittals for any or all products and/or services covered in an Invitation For Bid (IFB), Request For Qualifications (RFQ), Request For Proposal (RFP), Request For Information (RFI), and Quotations and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County and the Collin County Governmental Purchasers Forum.

1.7 All IFB's, RFP's, RFQ's, and RFI's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB/RFP/RFQ/RFI/ number and name. A hard copy paper form

submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's, RFP's, RFQ's and RFI's may be submitted in electronic format via **BidSync**.

1.9 All Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Request For Information (RFI) submitted electronically via **BidSync** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ and/or RFI.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Request For Information (RFI) submitted in hard copy paper form. IFB's, RFP's, RFQ's, RFI's received in County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB/RFQ/RFP/RFI, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid/Request For Qualifications/Request For Proposal/Request for Information and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via **BidSync**, by facsimile, E-mail transmission or mailed via the US Postal Service.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **BidSync** at www.bidsync.com, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to the purchasing entities' approval.

1.15 Collin County and the Collin County Governmental Purchasers Forum reserve the right to make award in whole or in part as it deems to be in the best interest of the County and the Collin County Governmental Purchasers Forum.

1.16 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding The Acceptance of Gifts by County Officials & County Employees.

1.17 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.18 Bidders/Quoters/Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder/Quoter/Offeror shall state these exceptions in the section provided in the IFB/RFQ/RFP or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin

County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards For Responsible Prospective Bidders/Quoters/Offerors: A prospective Bidder/Quoter/Offeror must meet the following minimum requirements:

- 1.19.1 have adequate financial resources, or the ability to obtain such resources as required;
- 1.19.2 be able to comply with the required or proposed delivery/completion schedule;
- 1.19.3 have a satisfactory record of performance;
- 1.19.4 have a satisfactory record of integrity and ethics;
- 1.19.5 be otherwise qualified and eligible to receive an award.

Collin County and the Collin County Governmental Purchasers Forum may request documentation and other information sufficient to determine Bidder's/Quoter's/ Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with it's preparation of an RFI/IFB/RFQ/RFP/Quotation submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law, all bids received will be available for inspection at that time.

2.0 TERMS OF CONTRACT

2.1 A bid/quote/proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County and the Collin County Governmental Purchasers Forum. No different or additional terms will become part of this contract with the exception of an Amendment and/or a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

- 2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding The Acceptance of Gifts by County Officials & County Employees.
- 2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
- 2.6 Bids/Quotes/Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans With Disabilities Act) requirements.
- 2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.
- 2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.
- 2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which is rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.
- 2.10 If a contract, resulting from a Collin County IFB, RFP, RFQ, is for the execution of a public work, the following shall apply:
- 2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).
- 2.10.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).
- 2.11 Purchase Order(s) shall be generated by Collin County or participating entity to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.
- 2.12 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with a thirty (30) days written notice prior to cancellation and notice must state therein the reasons

for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.14 All delivery and freight charges (FOB Inside delivery at Collin County/Forum member's designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.15 Vendor/Contractor/Provider shall notify the Purchasing Department of the participating Forum member immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the entities' Purchasing Agent. The County/Forum Member has the right to extend delivery/completion time if reason appears valid.

2.16 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.17 Invoices:

2.17.1 Invoices for goods/services purchased by Collin County shall be mailed directly to the Collin County Auditor's Office, 3rd Floor, Collin County Courthouse, 200 South McDonald Street, Suite 300, McKinney, Texas 75069. All invoices shall show:

2.17.1.1 Collin County Purchase Order Number;

2.17.1.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.17.1.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.17.2 Invoices for goods/services purchased by all other participating Forum Members shall reference the ordering entity's Purchase Order Number and shall be mailed directly to the address so indicated on the Purchase Order.

2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.19 All warranties shall be stated as required in the Uniform Commercial Code.

2.20 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider agrees to protect Collin County/Forum Member from any claims involving infringements of patents and/or copyrights.

2.22 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.

2.23 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in

part, without the prior written approval from Collin County.

2.24 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

2.25 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

2.26 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.

2.27 Vendor/Contractor/Provider shall provide Collin County/Forum Member with diagnostic access tools at no additional cost to Collin County/Forum Member, for all Electrical and Mechanical systems, components, etc., procured through this contract.

2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County Properties. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

2.29 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.30 Vendor/Contractor/Provider must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation shall be legally eligible to work in the United States of America.

2.31 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the vendor/contractor/provider certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the vendor/contractor/provider will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.32 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of

visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.33 Delays and Extensions of Time when applicable:

2.33.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.33.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB/RFQ/RFP/RFI/Quotation Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

3.1 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) indicating the coverage to remain in force throughout the term of this contract.

3.1.1 Commercial General Liability insurance at minimum combined single limits of (\$1,000,000 per-occurrence and \$2,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations at \$1,000,000 per occurrence. Coverage must be written on an occurrence form.

3.1.2 Workers' Compensation insurance at statutory limits, including employers' liability coverage at minimum limits. In addition to these, the contractor must meet each stipulation below as required by the Texas Department of Insurance, Division of Workers' Compensation. (Note: If you have questions concerning these requirements, you are instructed to contact the DWC at (512)440-3789).

3.1.2.1 Definitions: Certificate of coverage ("certificate"); A copy of a certificate of authority of self-insure issued by the commission, or a coverage agreement (DWC-81, DWC-82, DWC-83, OR DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in 406.096) includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

3.1.2.2 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

3.1.2.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

3.1.2.4 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

3.1.2.5 The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

3.1.2.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

3.1.2.5.2 no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

3.1.2.6 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

3.1.2.7 The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

3.1.2.8 The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

3.1.2.9 The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

3.1.2.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

3.1.2.9.2 provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3.1.2.9.3 provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

3.1.2.9.4 obtain from each other person with whom it contracts, and provide to the contractor:

3.1.2.9.4.1 a certificate of coverage, prior to the other person beginning work on the project; and

3.1.2.9.4.2 a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

3.1.2.9.5 retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

3.1.2.9.6 notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

3.1.2.9.7 contractually require each person with whom it contracts, to perform as required by paragraphs 3.1.2.1 through 3.1.2.7, with the certificates of coverage to be provided to the person for whom they are providing services.

3.1.2.10 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

3.1.2.11 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

3.1.3 Commercial Automobile Liability insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

3.2 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

3.3 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in the workers' compensation coverage.

3.3.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.3.3 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.3.4 All copies of Certificates of Insurance shall reference the project/contract number.

3.4 All insurance shall be purchased from an insurance company that meets the following requirements:

3.4.1 A financial rating of B+VI or better as assigned by the BEST Rating Company or equivalent.

3.5 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

3.5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

3.5.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

4.1 **AUTHORIZATION:** By order of the Commissioners' Court of Collin County, Texas sealed bids will be received for Microsurfacing.

4.2 **PURPOSE:** The intended use/purpose for this Invitation for Bid is to provide for the micro-surfacing of existing roadways within Collin County in accordance with the following standards, terms and conditions.

4.3 **TERM:** Provide for an annual contract commencing on the date of the award and continuing through September 30, 2009 with two (2) optional one (1) year renewal periods provided there is no change in the terms, conditions, specifications, and prices provided that such renewals are mutually agreed to by both parties.

4.4 **FUNDING:** Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Collin County fiscal year shall be subject to budget approval.

4.5 **PRICE REDUCTION:** If during the life of the contract, the vendor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the Collin County Governmental Purchasers Forum shall receive such price reduction.

4.6 **PRICE REDETERMINATION:** A price redetermination may be considered by Collin County only at the twelve (12) month anniversary date of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc. The bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Collin County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

4.7 **DELIVERY/COMPLETION/RESPONSE TIME:** Vendor shall complete services at the County's designated location by the date listed on the purchase order.

4.8 **TESTING:** Testing may be performed at the request of Collin County, by an agent so designated by the County, without expense to Collin County or the Collin County Governmental Purchasers Forum.

4.9 **SAMPLES/DEMOS:** When requested, samples/demos shall be furnished to the County at no expense.

4.10 **DESCRIPTIVE LITERATURE:** Each bidder is requested to submit descriptive literature sufficient in detail to enable an intelligent comparison of the specification of the product(s) bid. Failure to provide literature with this Invitation for Bid may result in rejection of the bid or that part of the bid.

4.11 **APPROXIMATE USAGE:** Collin County anticipates usage of **185,000** square yards of road surface and the City of Allen anticipates usage of 50,000 square yards of road surface. Approximate usage does not constitute an order, but only implies the probable quantity the County

and the Collin County Governmental Purchasers Forum will use. Commodities will be ordered on an as-needed basis.

4.12 GENERAL: The provisions of this Section of these Special Contract Documents govern in the event of any conflict between them and "Part I: General Provisions, Standard Specifications for Public Works Construction" – North Central Texas Council of Governments. Strict compliance to the North Central Texas council of Government's "Standard Specifications for Public Works Construction" and the Special Contract Documents herein shall be required. The Representative shall have ultimate decision making authority over conflicts in various referenced governing documents. If applicable, some items of work will also be governed by the "The Texas Department of Highways and Public Transportation 1993 Standard specifications for Construction of Highways, Streets and Bridges".

4.13 REPRESENTATIVE: The word "Representative" in these Specifications shall be understood as referring to the representative of the Public Works Department of Collin County, or their designated representative.

4.14 STATE SALES TAX: This Contract is for the micro-surfacing of existing streets located within right of way which has been dedicated to the Public and Collin County, an organization which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

The Contractor performing this contract can purchase, rent or lease all material, supplies, equipment used or consumed in the performance of this contract by issuing to his supplier an exemption certificate in lieu of the tax, said exemption certificate complying with State Comptroller's ruling #3.285. Any such exemption certificate issued by the Contractor in lieu of the tax shall be subject to the provisions of the State comptroller's ruling #3.285 as amended to be effective November 24, 1987.

4.15 CONTRACT, BONDS, & CERTIFICATE OF INSURANCE: The person or firm to whom the contract is awarded will be required to furnish a performance bond and payment bond in an amount equal to one hundred percent (100%) of the contract price, and conditioned upon the faithful performance of the contract and upon payment of all persons supplying labor or furnishing material to the project. The Contractor will be required to furnish a Maintenance Bond forfeitable to Collin County and in the amount of not less than one hundred percent (100%) of the contract price for all improvements, conditioned upon the maintenance of the construction under this contract for a period of one (1) year. The life of the bond shall be from the date of acceptance of the project by Collin County.

These contract documents are standard forms as used by Collin County and are hereby included in these contract documents by reference only, however, they shall be completed, executed, and made a part of the executed copies of these Special Contract Documents.

4.16 INSURANCE REQUIRED: The Contractor shall not commence work under this contract until he has obtained all insurance required in section 3.0 of this bid and Item 1.26 of the North Central Texas Standard Specifications for Public Works construction.

4.17 TRAFFIC CONTROL: Project site traffic control shall be the sole responsibility of the contractor which includes the use of flag persons in accordance with the "2003 Texas Manual on Uniform Traffic Control Devices (MUTCD)".

4.18 AMBIGUITY: In case of ambiguity or lack of clearness in stating prices in the Proposal, the County reserves the right to adopt the most advantageous construction thereof to the County or to reject the Proposal.

4.19 BARRICADES AND WARNING SIGNS: Barricades and warning signs shall be placed in accordance with the requirements of Collin County and the 2003 Texas MUTCD.

4.20 EXISTING STRUCTURES: All existing structures, improvements, and utilities shall be adequately protected, at the expense of the Contractor, from damage that might otherwise occur due to construction operations. Where construction comes in close proximity to existing structures or utilities, or if it becomes necessary to move services, poles, guy wires, pipe lines, or other obstructions, it shall be the Contractor's responsibility to notify and cooperate with the utility or structure owner. The utility lines and other existing structures shown on the plans are for information only and are not guaranteed by the County to be complete or accurate as to location and/or depth. It will be the Contractor's responsibility to verify locations and depths sufficiently in advance of construction such that necessary adjustments may be made to allow for the proper installation. The Contractor shall be liable for damage to any utilities resulting from this operation.

4.21 Relocating or Replacing Utilities: Unless noted on the plans that utilities are to be moved by others, any cost of temporarily or permanently relocating utilities shall be borne by the Contractor. The cost of these relocations shall be included in the Contractor's bid price. In case damage to an existing structure or utility occurs, whether such damage results directly or indirectly from the Contractor's operations, the Contractor shall restore the structure or utility to its original condition and position without extra compensation.

4.22 WATER FOR CONSTRUCTION: All water required shall be furnished by the Contractor at his expense.

4.23 SAFETY RESTRICTION-WORK NEAR HIGH VOLTAGE LINES: The following procedures will be followed regarding the subject item on this contract:

A warning sign of not less than five inches (5") by seven inches (7") painted yellow with black letters that are legible at twelve feet (12') shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING-UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

Equipment that may be operated within ten feet (10') of high voltage lines shall have an insulating cage-type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

When necessary to work within six feet (6') of high voltage electric lines, notifications shall be given to respective power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The work done by the power company shall not be at the expense of the Collin County. The notifying department shall maintain an accurate log of all such calls to respective power company, and shall record action taken in each case.

The Contractor is required to make arrangements with the respective power company for the temporary relocation or rising of high voltage lines at the Contractor's sole cost and expense.

No person shall work within six feet (6') of high voltage line without protection having been taken as outlined in paragraph (1).

All Occupational Safety & Hazard Association (OSHA) requirements shall be followed for this and all other construction activity related to this contract.

4.24 CONSTRUCTION SCHEDULE: It shall be the responsibility of the Contractor to furnish the County Representative, prior to construction, a schedule outlining the anticipated time each phase of construction will begin and be completed including sufficient time being allowed for clean-up. It shall also

be the responsibility of the Contractor to coordinate construction with other contractors involved in this or adjacent projects.

4.25 EXAMINATION OF SITE: Prospective bidders shall make a careful examination of the entire site of the project and shall make such explorations as may be necessary to determine methods of providing ingress-egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, protection of all existing structures both above and below ground; how the plans fit the proposed project and especially if any discrepancies exist.

4.26 LIQUIDATED DAMAGES FOR DELAY: Liquidated damages shall be according to the applicable provisions of the NCTCOG Standard Specifications for construction.

4.27 SUPERVISION AND INSPECTION: The work will be inspected in accordance with specific requirements herein and any additional requirements imposed by Collin County. Inspection shall be performed by the County. No changes to the Plans or Specifications shall be authorized without specific approval of the Representative.

4.28 PAYMENT: Payment shall be made in accordance with Government Code, Subtitle F, Chapter 2251. The contractor's request for payment will be submitted to Public Works for approval; actual payment will then be made by the County.

4.29 WASTE MATERIAL: All excess excavation and other waste material shall be disposed of at locations approved by the County at the Contractor's expense. All material shall be spread in uniform layers over the area being filled and shall be disposed of in such a manner as to present a neat appearance and to not obstruct property drainage or to cause injury to street improvements or to abutting property. The Contractor shall assume full responsibility for the disposal of the waste material. *Waste material shall not be disposed of in FEMA designated floodplain or floodway.*

4.30 PERMIT FEES: The Contractor shall be responsible for the payment of any and all required City, county, or State fees as may be required from Contractors.

4.31 CLEANUP FOR FINAL ACCEPTANCE: The Contractor shall make a final cleanup of all parts of the work before final acceptance by the Owner or his representative. This cleanup shall include removal of all objectionable rocks, pieces of asphalt or concrete, and other construction materials, and in general preparing the site of the work in an orderly manner and appearance.

4.32 FINAL ACCEPTANCE AND FINAL PAYMENT: Upon the County's satisfactory final inspection of the project and upon receipt of satisfactory written evidence from the contractor that all subcontractors and persons furnishing labor or materials have been paid in full and all persons claiming damages to property or person because of the carrying on of this work have been settled with, or their claims dismissed, or the issues joined, shall certify the estimate for final payment after previous payments and any liquidated damages have been deducted and shall notify the Contractor and his surety of the acceptance of the project.

The Contractor shall provide a notarized "Affidavit of Final Payment" prior to delivery of the final payment. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

4.33 CONTRACTOR'S DUTY: The Contractor is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the County being interested only in the result obtained and conformity of such completed improvements to the Plans, Specifications and Contract.

Likewise, the contractor shall be solely responsible for the safety of himself, his employees and other

persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Engineering construction drawings and specifications as well as any additional information concerning the work to be performed passing from or through the Representative shall not be interpreted as requiring or allowing Contractor to deviate from the Plans and Specifications, the intent of such drawings, specifications and any other such instruction being to define with particularity the agreement of the parties as to the work the Contractor is to perform. Contractor shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non-use, of all items and methods incident to performance of the contract, and for loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

Any review of work in progress, or any visit or observation during construction, or any clarification of Plans and Specifications, by the County, or any agent, employee, or representative of either of them, whether through personal observation on the project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or method, is agreed by the Contractor to be for the purpose of observing the extent and nature of work to be completed or being performed, as measured against the purpose of enabling the Contractor to more fully understand the Plans and Specifications so that the completed construction work will conform thereto, and shall in no way relieve the Contractor from full and complete responsibility for the proper performance of his work on the project, including but without limitation of the propriety of means and methods of the Contractor in performing said contract, and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by the Contractor from Plans and Specifications that may have been in evidence during any such visitation or observation by the Representative, or any of his representatives whether called to the Contractor's attention or not shall in no way relieve the Contractor from his responsibility to complete all work in accordance with said Plans and Specifications.

4.34 **CONTRACTOR'S UNDERSTANDING:** It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, and character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the County whether before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

4.35 **AWARD OF CONTRACT:** The County reserves the right to award the Contract that is to the best advantage to the County. The County also reserves the right to abandon, without obligation to the Contractor, any part of the project or the entire project at any time prior to the award of the Contract.

5.0 SPECIAL PROVISIONS

A. **SCOPE OF WORK:** The work consists of furnishing all labor, equipment, tools, and incidentals necessary to complete the work, including excavations, backfills, paving work, and disposal of waste material, including all incidental work pertaining thereto.

B. **SPECIFICATIONS:** Materials and construction of the above referenced improvements shall be governed by the Technical Specifications, and the North Central Texas Council of Government's "Standard Specifications for Public Works Construction" including all addenda except where modified in these Special Provisions.

C. **VENDOR'S CERTIFICATION:** The Contractor, upon request by the County, shall provide a vendor's certified test report and/or a manufacturer's certification on any or all (depending upon request) materials used in the project construction. If reports and certifications are requested, they shall be delivered to the County before permission will be granted for use of the subject item or items. All vendor's test reports and manufacturer's Certifications shall be subject to review by the County and shall be subject to verification by testing of samples of materials as received for use on the project. In the event additional tests are required, they shall be performed by an approved independent testing laboratory and shall be paid for by the Contractor.

D. **CONSTRUCTION NO-PAY ITEMS:** All work necessary for the orderly completion of the project, but not specifically included as a pay item in the Proposal, shall be considered subsidiary to the Contract and no separate or additional payment will be made therefore.

E. **CONSTRUCTION PAY ITEMS:** Pay Items as listed in the Proposal shall be measured and paid for in accordance with the applicable measurement and payment paragraphs of the North Central Texas Council of Governments' "Standard Specifications for Public Works Construction", unless modified by these Special Provisions.

1. **Pay Item No. I-Micro-Surfacing (Polymer Modified):** This item shall include the installation of micro-surfacing (polymer modified) on all streets listed in the Proposal and in accordance with the Technical Specifications included within these documents. The price bid per square yard constructed/laid includes all preparation, materials, labor, equipment and other related items necessary to complete the work.

F. **CLEAN-UP OF THE SITE AND DISPOSAL OF EXCESS MATERIAL:** Clean-up of the site and disposal of excess material shall be considered incidental to, and part of the price bid for micro-surfacing without separate payment.

6.0 TECHNICAL SPECIFICATIONS (POLYMER MODIFIED)

6.1. SCOPE: The intent of this bid is to provide for the micro-surfacing of existing roadways within Collin County in accordance with the following standards, terms and conditions.

6.2 DESCRIPTIONS:

6.2.1 This item shall consist of a micro-surfacing system which shall be a mixture of cationic modified asphalt emulsion, mineral aggregate, mineral filler, water, and other additives mixed and spread on the paved surface in accordance with these specifications.

6.2.2 All testing required by these special specifications is to be performed using Texas Department of Transportation (TXDOT) testing methods and their bulletins.

6.2.3 The word "Representative" in these Specifications shall be understood as referring to the representative of the Public Works Department of Collin County or their designated representative.

6.3 MATERIALS:

6.3.1 Asphaltic Materials: The asphalt material, designed as CSS-1P, shall be a cationic slow setting emulsion modified with an approved polymer. The polymer shall be incorporated by blending with the base asphalt prior to emulsification or it shall be co-milled with the asphalt to produce the finished emulsion. The distillation residue of the modified emulsion shall contain a minimum of 3.0 percent polymer by weight, as determined by an analytical method approved by the Representative. The emulsion supplier shall furnish the Representative samples of the base asphalt and polymer used in the finished emulsion.

In addition, the emulsion shall be homogeneous, shall show no separation of polymer and shall comply with the following requirements:

	<u>Min.</u>	<u>Max.</u>
Viscosity, Saybolt Furol at 77°F, Sec.	20	100
Storage Stability Test, One Day, Percent	--	1
Particle Charge Test	Positive	
Sieve Test, Percent	--	0.1
 *Distillation:		
Oil Distillate by Volume of Emulsion, Percent	90	--
Residue, Percent	62	--
 Tests on Residue from Distillation:		
Penetration, 77°F, 100 g, 5 seconds	55	90
Ductility, 77°F, 5 cm/min, cm	70	--
Solubility in Trichloroethylene, Percent	97	--
Softening Point, R. & B., F	135	--

*The standard distillation procedure shall be modified as follows:

The temperature on the lower thermometer shall be brought slowly to 350° plus or minus 10°F and maintained at this point for 20 minutes. Complete the total distillation in 60 plus or minus 5 minutes from the first application of heat.

6.3.2 Mineral Aggregate: The mineral aggregate shall be composed of clean, tough and durable particles of crushed trap rock, crushed granite or crushed sandstone. A sand equivalent of 65 or higher is required. The aggregate shall have a weighted loss of not more than 12 percent when sodium sulfate is used or 25 percent when magnesium sulfate is used in accordance with Test Method Tex-411-A.

The polish value for the aggregate shall not be less than 40 when tested in accordance with Test Method Test-438-A. If the trap rock is used, the polish value requirement is waived.

6.3.2.1 Grades: When tested by Test Method Tex-200-F, Part I, the gradation requirements shall be as follows:

Grade 2 (Course Graded Surface Course)	Percent Aggregate By Weight
Passing 3/8" sieve	99-100
Passing No. 4 sieve	86-94
Passing No. 8 sieve	45-65
Passing No. 16 sieve	25-46
Passing No. 30 sieve	15-35
Passing No. 50 sieve	20-25
Passing No. 200 sieve	5-15

6.3.2.2 Mineral Filler: Mineral filler shall be non-air-entrained Portland cement which is free of lumps or foreign matter.

6.3.3 Water: The water shall be potable and shall be free of harmful soluble salts.

6.3.4 Modifier: An approved latex modifier, such as Dynatex Latex or other approved equal, along with special emulsifiers shall be milled into the asphalt emulsion. The distillation residue of the modified emulsion shall contain a minimum of 2.0 percent rubber solids by weight, as determined by an analytical method approved by the Representative. The emulsion supplier shall furnish the Representative samples of the base asphalt and latex modifier used in the finished emulsion.

The modified emulsified asphalt shall be so formulated that when the paving mixture is applied with the relative humidity at not more than 50 percent and ambient air temperature of a least 75°F, it will cure sufficiently that rolling traffic can be allowed in one hour with no damage to the surface.

6.3.5 Other additives: Additives supplied by the emulsion manufacturer may be added to the emulsion mix or to any component materials to provide control of the set time in the field.

6.4 PAVING MIXTURE:

6.4.1 Mixture Design: The mix shall be designed by the Contractor in accordance with Texas Department of Transportation Bulletin C-14 and Test Method Tex-204-F, using Test Method Tex-277-F to supplement Test Method Tex-201-F and Tex-202-F to conform with the requirements herein. The above laboratory mixing and curing procedures may be modified as approved by the Representative. The emulsified asphalt content will be selected by the Representative to provide an optimum laboratory compacted density within the range of 94-97 percent. A minimum HVEEM stability of 35 is required for placement exceeding a depth of twice the maximum aggregate size.

This is a mix design requirement to be verified by testing of trial batch material prior to placement of project material. HVEEM stability testing and other testing as necessary to establish material and construction adequacy will be performed by an independent laboratory approved by the

Representative at the cost of the Contractor with written test reports and conclusions as to specifications compliance furnished to the City. The frequency of job control density and stability testing will be determined by the Representative. The Contractor shall be responsible for payment of all testing, prior to materials being placed.

The Contractor shall furnish the mix design for the type of mixture specified together with applicable design worksheets and date. The Bulk Specific Gravity will be determined for each aggregate to be used in the design mixture. If the determined values vary by 0.300 or more, the mixture design will be by the Volumetric Methods, Test Method Tex-204-F, Part II. To substantiate the design, trial mixtures will be produced and tested using all of the proposed project materials and equipment prior to any placement. The Representative may waive trial mixtures if the same design has been proven to be in conformance with these requirements.

6.4.2 Composition of Mixture: The Representative shall approve the design mix and all micro-surfacing materials and methods prior to use and shall designate the proportions to be used within the following limits.

Residual Asphalt-	6.0 to 9.0 percent by weight of dry aggregate or 13.5 to 23 percent volume of the aggregate.
Mineral Filler -	1.5 to 3.0 percent of dry weight of aggregate.
Modifier -	As required to provide the specified properties.
Water -	As required to provide proper consistency.

6.4.3 Type: The paving mixture shall consist of a uniform mixture of coarse aggregate, fine aggregate, and asphaltic material. Mineral filler and/or additives may also be required.

The mixture shall be designed so that the mineral aggregate will produce a gradation which conforms to the limitations for the master grading for the type specified herein. The gradation will be determined in accordance with Test Method Tex-200-F (Dry Sieve Analysis) and shall be based upon aggregate only. The amount of asphaltic material shall conform to the limitation for the type specified. Paving mixture shall be a minimum of 25 pounds per square yard.

6.4.4 Tolerances: The aggregate portion of the paving mixture produced shall not vary from the design gradation by more than the tolerances which follow. The material passing the No. 200 sieve is further restricted to conform to the limitations for the master grading for the type specified.

The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The methods of test for determining the aggregate gradation and asphalt content of the mixture shall be Test Method Tex-210-F or other methods of proven accuracy.

Percent By Weight or Volume	As Applicable
Passing 3/8" sieve, retained on No. 4 sieve	Plus or minus 5
Passing No. 4 sieve, retained on No. 8 sieve	Plus or minus 5
Total Retained on No. 8 sieve	Plus or minus 5
Passing No. 8 sieve, retained on No. 16 sieve	Plus or minus 3
Passing No. 30 sieve, retained on No. 50 sieve	Plus or minus 3
Passing No. 50 sieve, retained on No. 200 sieve	Plus or minus 3
Passing No. 200 sieve	Plus or minus 2
Asphaltic Material	Plus or minus 0.5 by weight or 1.2 by volume

6.4.5 Equipment: All equipment for the handling of all materials and mixing and placing of the mixture shall be maintained in good repair and operating condition and subject to the approval of the Representative. Any equipment found to be defective and potentially affecting the quality of the paving mixture will be replaced by the Contractor, at no cost to the County.

This material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing self-contained unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, and water to a revolving multi-blade mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, and water to maintain an adequate supply to the proportioning controls. The machine shall be equipped with self-loading devices which provide for the loading of all materials while continuing to lay micro-surfacing, thereby minimizing construction joints.

Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked.

The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

The emulsion pump shall be a positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of aggregate used may be determined at any time.

The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box.

The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler. The mixing machine shall have a driver station located on each side.

6.5 STOCKPILING AND STORAGE:

6.5.1 Aggregate Storage: If the mineral aggregates are stored or stockpiled, they shall be handled in such a manner as to prevent segregation, mixing of the various materials or sizes, and contamination with foreign materials. The grading of aggregates proposed for use and as supplied to the mixing plan shall be uniform. Suitable equipment of acceptable size shall be furnished by the Contractor to work the stockpiles and prevent segregation of the aggregates. The mineral aggregate shall be screened prior to being weighed for a job site delivery. This weight shall be done by means of a scale approved by the Representative.

6.5.2 Storage and Heating of Asphaltic Materials: The asphaltic material storage shall be ample to meet the requirements of the plant. Asphalt shall not be heated to a temperature in excess of that specified in the Item "Asphalts, Oils, and Emulsions." All equipment used in the storage and handling of asphaltic material shall be kept in a clean condition at all times and shall be operated in such a manner that there will be no contamination with foreign matter.

6.5.3 Storage Location: Collin County can provide an area for equipment and material storage if required by the Contractor.

6.6 CONSTRUCTION METHODS:

6.6.1 General: It shall be the responsibility of the Contractor to produce, transport, and place the specified paving mixture in accordance with those specifications and as approved by the Representative.

6.6.2 Weather Limitations: The material shall be spread only when the atmospheric temperature is at least fifty (50⁰) degrees F and rising and the weather is not foggy or rainy.

6.6.3 Surface Preparation:

6.6.3.1 The area to be sealed shall be thoroughly cleaned of all vegetation, loose aggregate, and soil.

6.6.3.2 Water used shall be applied at a rate to dampen the entire surface without any free flowing water ahead of the spreader box.

6.6.3.3 Any ruts in excess of 1/2" shall be filled using a rut box prior to placing final surface treatment.

6.6.3.4 All manholes and water valves will be covered with plastic prior to placing micro-surfacing.

6.6.3.5 The Contractor shall remove all raised pavement markers in a manner which will protect and ensure no damage to the existing pavement. Any pavement damaged by the Contractor's operations shall be repaired at no cost to the County. Any excess debris shall be removed by the Contractor at no cost to the County.

6.6.3.6 All crosswalk bars or other fabricated markings shall be removed from the existing pavement prior to placing micro-surfacing.

6.6.4 Spreading Equipment: The paving mixture shall be spread uniformly by means of a mechanical type squeegee box attached to the mixer, equipped with paddles to agitate and spread the materials throughout the box. A front seal shall be provided to ensure no loss of the mixture at the road contact surface. The rear seal shall act as a final strike-off and shall be adjustable. The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface.

The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The seam where two spreads join shall be neat appearing and uniform.

6.6.5 Notification: It shall be the responsibility of the Contractor to notify all residents adjacent to the project of micro-surfacing operation and schedules. Such notices shall be given at least 48 hours before the work begins.

6.6.6 Traffic Control: It shall be the responsibility of the Contractor to provide adequate traffic control measures, such as barricades, flagmen, cones, etc. to protect the uncured micro-surface from all types of traffic and provide traffic safety in the construction area. Advance warning signs and barricades will be necessary. This shall be in accordance with the 2003 Texas MUTCD.

6.7 SPECIAL PROVISIONS:

6.7.1 Hours of Work: All work must be done between the hours of **9:00 a.m. and 4:00 p.m.** Exceptions to this must be approved by the Representative.

6.8 EXHIBITS:

6.8.1 See attachment "A" for locations.

7.0 MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION
--

It is the policy of various entities to involve small businesses and qualified minority/woman-owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement.

<u>NAME OF FIRM</u>	<u>TELEPHONE NO.</u>	<u>\$\$ INVOLVEMENT</u>
<p>UNKNOWN AT TIME OF BID HOWEVER WE MAY BE ABLE TO INVOLVE A MINORITY OWNED TRUCKING FIRM TO DELIVER AGGREGATE TO THE PROJECT</p>		

VIKING CONSTRUCTION, INC.
2592 SHELL ROAD
GEORGETOWN, TX 78628

**SIGNATURE FORM
COLLIN COUNTY, TEXAS**

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER.

WE DO NOT TAKE EXCEPTION TO THE BID SPECIFICATIONS.

WE TAKE EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

VIKING CONSTRUCTION, INC.
2592 SHELL ROAD
GEORGETOWN, TX 78628

COMPANY INFORMATION/PROFILE/REFERENCES

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas? Yes No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located:

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage: Yes No

if "yes", what is that dollar increment or percentage?

Company Profile: IS YOUR FIRM?

Sole Proprietorship Yes No

General Partnership Yes No

Limited Partnership Yes No

Corporation Yes No

Other Yes No

List Legal Names in Company:

BARRY H. JUNN PRES
DIANE M. JUNN SEC

List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.

SEE ATTACHED LIST

AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS? Yes No

VIKING CONSTRUCTION, INC.
2592 SHELL ROAD
GEORGETOWN, TX 78628

References for Slurry Seal & Microsurfacing projects:

City of Round Rock, TX
212 Commerce Blvd.
Round Rock, TX 78664
(512) 218-5583
Contact: Todd Keltgen

City of Bedford, TX
2000 Forest Ridge Dr.
Bedford, TX 76021
(817) 952-2220
Contact: Bill Shelton

City of Colleyville, TX
1601 Hall-Johnson Road
Colleyville, TX 76034
(817) 540-0609
Contact: Jimmy Brock

By signing and submitting this Bid/Proposal, Bidder/Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid/Proposal submittal resulting from Bidder/Offeror's failure to do so. Bidder/Offeror acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED "BIDDER/OFFEROR" IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID/PROPOSAL.

Company Name	VIKING CONSTRUCTION INC
Street Address of Principal Place of Business	2592 SHELL ROAD
City, State, Zip	GEORGETOWN TX 78628
Phone of Principal Place of Business	512 930 5777
Fax of Principal Place of Business	512 868 1955
E-mail Address of Representative	RUSTY@UCCESS.COM
Federal Identification Number	74-2653491
Date	11 FEB 09
Acknowledgement of Addenda	#1 <input checked="" type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/> #5 <input type="checkbox"/> #6 <input type="checkbox"/>
Authorized Representative Name	BARRY H DUNN
Authorized Representative Title	PRESIDENT
Signature (Required for paper bid submission)	BHD

PAYMENT BOND

STATE OF TEXAS -§
COUNTY OF COLLIN -§

KNOW ALL MEN BY THESE PRESENTS:

That [redacted], a corporation organized and existing under the laws of the State of [redacted], and fully authorized to transact business in the State of Texas, whose address is [redacted] of the City of [redacted] County of [redacted], and State of [redacted], (hereinafter referred to as "Principal"), and [redacted] (hereinafter referred to as "Surety", a corporation organized under the laws of the State of [redacted] and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto [redacted] (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, , in the penal sum of [redacted] Dollars (\$ [redacted]) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the [redacted] day of [redacted], 200[redacted], to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of [redacted]

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this [redacted] day of [redacted] 200[redacted].

WITNESS

[redacted]

PRINCIPAL

[redacted]

Printed/Typed Name [redacted]

Title: [redacted]

Company: [redacted]

WITNESS

Address:

SURETY

Printed/Typed Name

Title:

Company:

Address:

The Resident Agent of the Surety for delivery of notice and service of process is:

Name:

Address:

Phone Number:

Note:

Date of Bond must NOT be
prior to date of contract

Revised 11/2008

PERFORMANCE BOND

STATE OF TEXAS -§
COUNTY OF COLLIN -§

KNOW ALL MEN BY THESE PRESENTS:

That [redacted], a corporation organized and existing under the laws of the State of [redacted] and fully authorized to transact business in the State of Texas, whose address is [redacted] of the City of [redacted] County of [redacted], and State of [redacted], (hereinafter referred to as "Principal"), and [redacted] (hereinafter referred to as "Surety", a corporation organized under the laws of the State of [redacted] and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto [redacted] (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, , in the penal sum of [redacted] Dollars (\$ [redacted]) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal plus 10-percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the [redacted] day of [redacted], 200[redacted], to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of [redacted]

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans specifications, and Contract Documents, including any extensions thereof which may be granted with or without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of one year from the date of final completion and final acceptance of the work by OWNER; and if the Principal shall fully indemnify and save harmless the OWNER from all costs and damages which OWNER may suffer by reason of failure to so perform herein and shall fully reimburse and repay OWNER all outlay and expense which the OWNER may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of the Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of completion and acceptance of the improvement by the OWNER.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this [redacted] day of [redacted] 200[redacted].

WITNESS

[redacted]

PRINCIPAL

[redacted]

Printed/Typed Name [redacted]

Title:
Company:
Address:

WITNESS

SURETY

Printed/Typed Name
Title:
Company:
Address:

The Resident Agent of the Surety for delivery of notice and service of process is:

Name:
Address:
Phone Number:

Note: Date of Bond must NOT be
prior to date of contract

Revised 11/2008

MAINTENANCE BOND

Attachment

"A-3"

STATE OF TEXAS -§
COUNTY OF COLLIN -§

KNOW ALL MEN BY THESE PRESENTS:

That [redacted], a corporation organized and existing under the laws of the State of [redacted], and fully authorized to transact business in the State of Texas, whose address is [redacted] of the City of [redacted] County of [redacted], and State of [redacted], (hereinafter referred to as "Principal"), and [redacted] (hereinafter referred to as "Surety", a corporation organized under the laws of the State of [redacted] and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto [redacted] (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of [redacted] Dollars (\$ [redacted]) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the [redacted] day of [redacted], 200[redacted], to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of [redacted].

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the bond guarantees the full and proper maintenance and repair of the work herein contracted to be done and performed for a period of [redacted] year(s) from the date of acceptance and Principal will do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and do and perform all necessary work and repair any defective condition growing out of or arising from the improper laying or construction of same, or on account of any breaking of same caused by said CONTRACTOR in construction of same, or on account of any defect arising in any of said work laid or constructed by said CONTRACTOR or on account of improper excavation or backfilling, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by said CONTRACTOR, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agree that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

"PROVIDED, HOWEVER, that said Surety, for value received, stipulates and agrees the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this [redacted] day of [redacted] 200[redacted].

WITNESS

[redacted]

PRINCIPAL

[redacted]

Printed/Typed Name [redacted]

Title: [redacted]

Company: [redacted]

WITNESS

Address:

SURETY

Printed/Typed Name

Title:

Company:

Address:

The Resident Agent of the Surety for delivery of notice and service of process is:

Name:

Address:

Phone Number:

Note:

Date of Bond must NOT be
prior to date of contract

Revised 11/2008

AFFIDAVIT OF COMPLIANCE

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

Name of Company VIKING CONSTRUCTION INC

Title of Officer PRESIDENT

Name of Officer BARNEY W. JENN

Date: 11 FEB 09

VIKING CONSTRUCTION, INC.
 2592 SHELL ROAD
 GEORGETOWN, TX 78628

In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID OR PROPOSALS?

- McKinney Courier-Gazette? Yes No
- Plan Room? Yes No
- Collin County Web-Site? Yes No
- Facsimile or email from BidSync? Yes No
- Other BROW SING Bid Sync

HOW DID YOU RECEIVE THE BID DOCUMENTS?

- Downloaded from Home Computer? Yes No
- Downloaded from Company Computer? Yes No
- Requested a Copy from Collin County? Yes No
- Other _____

Thank You,

Collin County Purchasing Department

VIKING CONSTRUCTION, INC.
2592 SHELL ROAD
GEORGETOWN, TX 78628

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ	
For vendor or other person doing business with local governmental entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received
<p>1 Name of person doing business with local governmental entity.</p> <p>VIKING CONSTRUCTION INC BARRY H DUNN PRES</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</p> <p>NA</p>	
<p>4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</p> <p>NA</p>	

Adopted 11/02/2005

VIKING CONSTRUCTION, INC.
2592 SHELL ROAD
GEORGETOWN, TX 78628

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

Page 2

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each affiliation or business relationship.

NO RELATIONSHIP

6

VIKING CONSTRUCTION INC
B. J. H. — DRES
Signature of person doing business with the governmental entity

11 FEB 09
Date

Adopted 11/02/2005

VIKING CONSTRUCTION, INC.
2592 SHELL ROAD
GEORGETOWN, TX 78628

COLLIN COUNTY, TEXAS STATEMENT OF NO BID

Collin County is very conscious and extremely appreciative of the time and effort you expend in preparing and submitting solicitations to the County. If you do not intend to bid on this requirement, please complete this form electronically via BidSync or forward to: Michalyn Rains, Contracts Manager, Collin County, 200 S. McDonald St., Suite 230, McKinney, Texas 75069, fax 972-548-4694 or email mrains@co.collin.tx.us.

We, the undersigned, have declined to bid on your IFB/RFP/RFI/RFQ# xxx for the following reason(s):

- Specifications too "tight", i.e. geared toward one brand or manufacturer only. (Please explain reason below)
- Specifications unclear. (Please explain below)
- Insufficient time to respond to solicitation.
- We do not offer this product/s or equivalent. (If you wish to remain on the bidders list for other commodities and/or services, please go to www.bidsync.com to review your previous selections and make the required changes.)
- Our product schedule would not permit us to perform.
- Unable to meet specifications.
- Job too large.
- Job too small.
- Cannot provide required bonding.
- Cannot provide required insurance.
- Bidding through dealer.
- Do not wish to do business with Collin County. (Please explain below)
- Other (Please specify below)

REMARKS:

Company Name:

Address:

City: State: Zip:

Contact Name: Title:
Business Telephone Number: Fax:
Email Address:
Company's Internet Web Page URL:

LATE BIDS CANNOT BE ACCEPTED!

SEALED BID PROPOSAL

INVITATION #: 11219-09

OPENING DATE: 2/12/09

OPENING TIME: 2:00 PM

DESCRIPTION:

Maintenance, Road: Microsurfacing

DATED MATERIAL – DELIVER IMMEDIATELY

IF SUBMITTING A HARD COPY, PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE)
TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL TO
HELP INSURE PROPER DELIVERY!

IF SUBMITTING ELECTRONICALLY, PLEASE DISREGARD THIS DOCUMENT.

LATE BIDS CANNOT BE ACCEPTED!

Question and Answers for Bid #11219-09 - Maintenance, Road: Microsurfacing

OVERALL BID QUESTIONS

Question 1

Is a bid bond or bid security required. (Submitted: Feb 5, 2009 4:06:24 PM CST)

Answer

- A bid bond/security is not required. (Answered: Feb 5, 2009 4:11:22 PM CST)

Question Deadline: Feb 11, 2009 12:00:00 PM CST

Supplier: **Viking Construction, Inc.**

**SIGNATURE FORM
COLLIN COUNTY, TEXAS**

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER.

WE **DO NOT** TAKE EXCEPTION TO THE BID SPECIFICATIONS.

WE **TAKE** EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

COMPANY INFORMATION/PROFILE/REFERENCES

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas? Yes No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located:

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage: Yes No

if "yes", what is that dollar increment or percentage?

Company Profile: IS YOUR FIRM?

Sole Proprietorship	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
General Partnership	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Limited Partnership	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Corporation	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Other	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

List Legal Names in
Company:

List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.

AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS? Yes No

By signing and submitting this Bid/Proposal, Bidder/Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid/Proposal submittal resulting from Bidder/Offeror's failure to do so. Bidder/Offeror acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED "BIDDER/OFFEROR" IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID/PROPOSAL.

Company Name	
Street Address of Principal Place of Business	
City, State, Zip	
Phone of Principal Place of Business	
Fax of Principal Place of Business	

E-mail Address of Representative	
Federal Identification Number	
Date	
Acknowledgement of Addenda	#1 € #2 € #3 € #4 € #5 € #6 €
Authorized Representative Name	
Authorized Representative Title	
Signature (Required for paper bid submission)	

Supplier: **Viking Construction, Inc.**

AFFIDAVIT OF COMPLIANCE

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

Name of Company

Title of Officer

Name of Officer

Date:

Supplier: Viking Construction, Inc.

In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID OR PROPOSALS?

McKinney Courier-Gazette?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Plan Room?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Collin County Web-Site?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Facsimile or email from BidSync?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

Other

HOW DID YOU RECEIVE THE BID DOCUMENTS?

Downloaded from Home Computer?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Downloaded from Company Computer?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Requested a Copy from Collin County?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

Other

Thank You,

Collin County Purchasing Department

Supplier: **Viking Construction, Inc.**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ For vendor or other person doing business with local governmental entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received
1	Name of person doing business with local governmental entity.
2	<input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)
3	Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.
4	Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

Adopted 11/02/2005

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

Page 2

For vendor or other person doing business with local governmental entity

5 **Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
 Yes No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity _____ Date _____

Adopted 11/02/2005

Supplier: Viking Construction, Inc.**COLLIN COUNTY, TEXAS
STATEMENT OF NO BID**

Collin County is very conscious and extremely appreciative of the time and effort you expend in preparing and submitting solicitations to the County. If you do not intend to bid on this requirement, please complete this form electronically via BidSync or forward to: Michalyn Rains, Contracts Manager, Collin County, 200 S. McDonald St., Suite 230, McKinney, Texas 75069, fax 972-548-4694 or email mrains@co.collin.tx.us.

We, the undersigned, have declined to bid on your IFB/RFP/RFI/RFQ# xxx for the following reason(s):

- Specifications too "tight", i.e. geared toward one brand or manufacturer only. (Please explain reason below)
- Specifications unclear. (Please explain below)
- _Insufficient time to respond to solicitation.
- We do not offer this product/s or equivalent. (If you wish to remain on the bidders list for other commodities and/or services, please go to www.bidsync.com to review your previous selections and make the required changes.)
- Our product schedule would not permit us to perform.
- _Unable to meet specifications.
- Job too large.
- Job too small.
- Cannot provide required bonding.
- _Cannot provide required insurance.
- _Bidding through dealer.
- Do not wish to do business with Collin County. (Please explain below)
- Other (Please specify below)

REMARKS:

Company Name:
 Address:
 City: State: Zip:
 Contact Name: Title:
 Business Telephone Number: Fax:
 Email Address:
 Company's Internet Web Page URL:

Supplier: **Viking Construction, Inc.**

LATE BIDS CANNOT BE ACCEPTED!

SEALED BID PROPOSAL

INVITATION #: 11219-09

OPENING DATE: 2/12/09

OPENING TIME: 2:00 PM

DESCRIPTION:

Maintenance, Road: Microsurfacing

DATED MATERIAL – DELIVER IMMEDIATELY

IF SUBMITTING A HARD COPY, PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE)
TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL TO
HELP INSURE PROPER DELIVERY!

IF SUBMITTING ELECTRONICALLY, PLEASE DISREGARD THIS DOCUMENT.

LATE BIDS CANNOT BE ACCEPTED!

Ballou Construction Co., Inc.

Bid Contact Rex Eberly
rex@ballouco.com
 Ph 785-825-5303

Address 1100 W. Grand
 Salina, KS 67401

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
11219-09-1-01	Price per ton constructed/laid.	Supplier Product Code:	First Offer - \$235.60	1 / ton	\$235.60		Y
Supplier Total							\$235.60

Supplier: **Ballou Construction Co., Inc.**

**SIGNATURE FORM
COLLIN COUNTY, TEXAS**

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER. **30**

WE **DO NOT** TAKE EXCEPTION TO THE BID SPECIFICATIONS.

WE **TAKE** EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

COMPANY INFORMATION/PROFILE/REFERENCES

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas? Yes No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located: **Kansas**

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage: Yes No

if "yes", what is that dollar increment or percentage?

Company Profile: IS YOUR FIRM?

Sole Proprietorship	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
General Partnership	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Limited Partnership	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Corporation	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Other	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

List Legal Names in Company: **Donald J. Kaiden - President**
Rex W. Eberly -Vice-president
Gloria Skaggs - Treasurer

List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.

City of Arlington, Texas Bill Bateman 817-459-5435

Texas Department of Transportation - Sherman, TX -Kevin Harris - 903-892-6529

City of Burleson - Ray Gonzales - 817-917-8409

AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS? Yes No

By signing and submitting this Bid/Proposal, Bidder/Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid/Proposal submittal resulting from Bidder/Offeror's failure to do so. Bidder/Offeror acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED "BIDDER/OFFEROR" IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID/PROPOSAL.

Company Name	Ballou Construction Co., Inc.
Street Address of Principal Place of Business	P.O. Box 2300, 1100 W. Grand
City, State, Zip	Salina, KS 67402
Phone of Principal Place of Business	785-825-5303
Fax of Principal Place of Business	785-825-7036
E-mail Address of Representative	rex@ballouco.com
Federal Identification Number	48-0673020
Date	2/11/2009
Acknowledgement of Addenda	#1 <input type="checkbox"/> #2 <input type="checkbox"/> #3 <input type="checkbox"/> #4 <input type="checkbox"/> #5 <input type="checkbox"/> #6 <input type="checkbox"/>
Authorized Representative Name	Donald J. Kaiden
Authorized Representative Title	President
Signature (Required for paper bid submission)	

Supplier: **Ballou Construction Co., Inc.**

AFFIDAVIT OF COMPLIANCE

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

Name of Company **Ballou Construction Co., Inc.**

Title of Officer **President**

Name of Officer **Donald J. Kaiden**

Date: **2/11/2009**

Supplier: **Ballou Construction Co., Inc.**

In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID OR PROPOSALS?

McKinney Courier-Gazette?	<input type="radio"/>	Yes	<input type="radio"/>	No
Plan Room?	<input type="radio"/>	Yes	<input type="radio"/>	No
Collin County Web-Site?	<input type="radio"/>	Yes	<input type="radio"/>	No
Facsimile or email from BidSync?	<input type="radio"/>	Yes	<input type="radio"/>	No

Other

HOW DID YOU RECEIVE THE BID DOCUMENTS?

Downloaded from Home Computer?	<input type="radio"/>	Yes	<input type="radio"/>	No
Downloaded from Company Computer?	<input type="radio"/>	Yes	<input type="radio"/>	No
Requested a Copy from Collin County?	<input type="radio"/>	Yes	<input type="radio"/>	No

Other

Thank You,

Collin County Purchasing Department

Supplier: **Ballou Construction Co., Inc.**

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ For vendor or other person doing business with local governmental entity	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received
1	<p>Name of person doing business with local governmental entity.</p> <p>Ballou Construction Co., Inc.</p>
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>
3	<p>Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</p> <p>none</p>
4	<p>Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</p> <p>none</p>

Adopted 11/02/2005

Supplier: Ballou Construction Co., Inc.**COLLIN COUNTY, TEXAS
STATEMENT OF NO BID**

Collin County is very conscious and extremely appreciative of the time and effort you expend in preparing and submitting solicitations to the County. If you do not intend to bid on this requirement, please complete this form electronically via BidSync or forward to: Michalyn Rains, Contracts Manager, Collin County, 200 S. McDonald St., Suite 230, McKinney, Texas 75069, fax 972-548-4694 or email mrains@co.collin.tx.us.

We, the undersigned, have declined to bid on your IFB/RFP/RFI/RFQ# xxx for the following reason(s):

- Specifications too "tight", i.e. geared toward one brand or manufacturer only. (Please explain reason below)
- Specifications unclear. (Please explain below)
- _Insufficient time to respond to solicitation.
- We do not offer this product/s or equivalent. (If you wish to remain on the bidders list for other commodities and/or services, please go to www.bidsync.com to review your previous selections and make the required changes.)
- Our product schedule would not permit us to perform.
- _Unable to meet specifications.
- Job too large.
- Job too small.
- Cannot provide required bonding.
- _Cannot provide required insurance.
- _Bidding through dealer.
- Do not wish to do business with Collin County. (Please explain below)
- Other (Please specify below)

REMARKS:

Company Name:
 Address:
 City: State: Zip:
 Contact Name: Title:
 Business Telephone Number: Fax:
 Email Address:
 Company's Internet Web Page URL:

Supplier: **Ballou Construction Co., Inc.**

LATE BIDS CANNOT BE ACCEPTED!

SEALED BID PROPOSAL

INVITATION #: 11219-09

OPENING DATE: 2/12/09

OPENING TIME: 2:00 PM

DESCRIPTION:

Maintenance, Road: Microsurfacing

DATED MATERIAL – DELIVER IMMEDIATELY

IF SUBMITTING A HARD COPY, PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE)
TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL TO
HELP INSURE PROPER DELIVERY!

IF SUBMITTING ELECTRONICALLY, PLEASE DISREGARD THIS DOCUMENT.

LATE BIDS CANNOT BE ACCEPTED!

No Bids

Digital Press We do not offer that service. We are a custom Printing company. Thank you, Mike Marsh

MR Builders not interested in this one