

## Solicitation 03440-09

Services: Full Depth Reclamation



Collin County

## Bid 03440-09 Services: Full Depth Reclamation

Bid Number	03440-09
Bid Title	Services: Full Depth Reclamation
Bid Start Date	In Held
Bid End Date	Apr 23, 2009 2:00:00 PM CDT
Question & Answer End Date	Apr 20, 2009 5:00:00 PM CDT
Bid Contact	Leslie Harper Contract Administrator Collin County Purchasing 972-548-4122 lharper@co.collin.tx.us
Contract Duration	1 year
Contract Renewal	3 annual renewals
Prices Good for	90 days
Pre-Bid Conference	Apr 16, 2009 10:00:00 AM CDT Attendance is optional Location: 700 A West Wilmeth Road McKinney, TX 75069
Standard Disclaimer	<p>***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).***</p> <p>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.</p> <p>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.</p>
Bid Comments	<p>Collin County seeks to contract with a licensed contractor for Full Depth Reclamation with Portland cement, of various County roads as specified on attachment A.</p> <p>All work to be performed by the contractor shall consist of furnishing all materials, equipment, labor, supervision, traffic control &amp; flagmen, tools, supplies and any other expenses necessary to complete the project(s).</p>
Item Response Form	
Item	03440-09-1-01 - Full Depth Reclamation per square yard
Quantity	1 square yard

Unit Price

Sq. yds. per day

Delivery Location Collin County  
No Location Specified

Qty 1

**Description**

Cost per square yard for preliminary blading/grading (as required) reclaiming/pulverizing/blending/mixing type 1 Portland cement.

All testing specified in the Scope of Work and Texas Department of Transportation Item 275.1 – 2758.6 shall be included in price per square yard.

Item 03440-09-1-02 - Type 1 Portland Cement Per Ton - Delivered

Quantity 1 ton

Unit Price

Delivery Location Collin County  
No Location Specified

Qty 1

**Description**

Type 1 Portland cement; per ton delivered on site.

Item 03440-09-1-03 - Flex-Base Mobilization

Quantity 1 ton

Unit Price

Sq. yds. per day

Delivery Location Collin County  
No Location Specified

Qty 1

**Description**

Mobilize and spread Class A TxDOT Flex-base materials to comply with depth requirement as shown in Attachment C. Price quoted shall include delivery and application.

Item 03440-09-1-04 - Driveway Tie-ins

Quantity 1 each

Unit Price

Delivery Location Collin County  
No Location Specified

Qty 1

**Description**

Tie-in existing driveways with HMAC to match new roadway grades.

Item 03440-09-1-05 - Mail Box Relocations

Quantity 1 each  
Unit Price   
Delivery Location Collin County  
No Location Specified  
Qty 1

Description  
Remove/replace and provide temporary mail receiving receptacles during construction process.

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Item 03440-09-1-06 - Yard Slope  
Quantity 1 cubic yard  
Unit Price   
Delivery Location Collin County  
No Location Specified  
Qty 1

Description  
Reslope yards and property adjacent to FDR treated roadways, including fill suitable for regrowing grass.

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Item 03440-09-1-07 - Reseed  
Quantity 1 cubic yard  
Unit Price   
Delivery Location Collin County  
No Location Specified  
Qty 1

Description  
Reseed affected properties with grass seed.

IFB NO. 03440-09



**COLLIN COUNTY, TEXAS**

**INVITATION FOR BIDS  
SERVICES: FULL DEPTH RECLAMATION**

**SUBMIT BIDS TO:**

**Collin County Purchasing  
Attn: Leslie Harper  
Collin County Administration Bldg.  
2300 Bloomdale Road, Suite 3160  
McKinney, TX 75071**

**\*\*NOTE:**

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

**SUBMIT NO LATER THAN:**

**2:00 P.M., Thursday,  
April 23, 2009**

**MARK ENVELOPE:**

**IFB No. 03440-09  
SERVICES: FULL DEPTH  
RECLAMATION**

***ALL SUBMITTALS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT  
BEFORE RECEIVING DATE AND TIME***

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

Offerors must submit this IFB, their response, the signature page, and all additional documents. It is requested that offeror provide one (1) original and Four (4) copies of all documents in a sealed envelope and manually signed in ink by a person having the authority to submit firm's qualifications.

Negotiations should begin not more than fourteen (14) days after receiving date.

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

Leslie Harper  
Contract Administrator  
Purchasing Department  
Collin County Administration Bldg.  
2300 Bloomdale Road, Suite 3160  
McKinney, TX 75071  
Telephone: 972/548-4122 or;  
Metro: 972/424-1460 ext. 4122  
Facsimile: 972/548-4694

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

1.0.1.4 IFB: refers to Invitation For Bid.

1.0.1.5 RFQ: refers to Request For Qualifications

1.0.1.6 RFP: refers to Request For Proposal.

1.0.1.7 RFI: refers to Request For Information.

1.0.1.8 Quotation: refers to Request for Quotation

1.1 If Bidder/Quoter/Offeror do 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 (91<sup>st</sup>) 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 Quotation, 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.

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/Quotation 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, 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](http://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 Collin County approval.
- 1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.
- 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/Quotation 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 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 that has 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. 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 are 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, Quotation 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 56<sup>th</sup> 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 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).
- 2.11 Purchase Order(s) shall be generated by Collin County 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 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 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 immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County 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 shall be mailed directly to the Collin County Auditor's Office, Sixth Floor, Collin County Courthouse, 200 South McDonald Street, Suite 300, McKinney, Texas 75069. All invoices shall show:
- 2.17.1 Collin County Purchase Order Number;
  - 2.17.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;
  - 2.17.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.
- 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 agree to protect Collin County 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 with diagnostic access tools at no additional cost to Collin County, 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. 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 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must 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 Bidder/Quoter/Offeror 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 Bidder/Quoter/Offeror 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: Before commencing work, the Contractor shall be required, at his own expense, to furnish the Collin County Purchasing Agent within ten (10) days of notification of award with certified copies of all insurance certificate(s) showing coverage for all requirements as stated below to be in force throughout the term of the contract.

A. Commercial General Liability insurance at minimum combined single limits of (\$1,000,000 per-occurrence and \$1,000,000 general aggregate) for bodily injury and property damage, coverage shall include independent contractors coverage at limits of \$1,000,000 (only necessary if vendor employs independent contractors). Coverage must be written on an occurrence form.

B. 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 Workers Compensation Commission; (Note: If you have questions concerning these requirements, you are instructed to contact the TWCC 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 (TWCC-81, TWCC-82, TWCC-83, OR TWCC-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.

3.1.4 Professional Liability Insurance at minimum limits of \$1,000,000. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

IF THIS BID IS NOT FOR A PUBLIC WORKS PROJECT and the Contractor is not a subscriber to the Texas Workers Compensation Act, then an alternative compensation insurance policy protecting contractor's employees must be provided and must be approved in advance by the Collin County Risk Manager.

1.) Alternative Workers Compensation Insurance program for NON PUBLIC WORKS PROJECTS ONLY must consist of the following:

a. Bidder must have and submit a copy of their ERISA plan and Summary Plan Description (SPD) of the plan. The plan must have the following minimum benefits:

- 1.) Benefit Guideline Minimum
- |                     |                          |
|---------------------|--------------------------|
| Death Benefits      | \$150,000                |
| Medical Expense     | \$150,000 per occurrence |
| Disability Benefits | 52 weeks per occurrence  |
- b. Indemnification - Contractor shall fully defend, protect, indemnify and hold harmless Collin County, its employees, servants and agents from and against each and every claim, demand, or cause of action, however arising from or related to the services to be performed by the Contractor, employees of the Contractor or their respective agents and servants, for any liability, cost, expense, or judgment, including reasonable attorney fees, expert witness fees, court costs, and other costs, and other costs and expenses incurred in the defense of Collin County or in Collin County's successful prosecution of any indemnity claim hereunder, including costs and attorney fees in connection with said indemnity claim, which may be made or asserted by Contractor, Contractor's employees, or any third parties on account of any personal injury, death, or property damage caused by, arising out of or in any way incidental to or in connection with the performance by Contractor of its obligations hereunder, (including acts of omissions of Contractor's employees in furtherance thereof) including claims brought pursuant to strict liability or absolute liability, and whether or not Collin County, its employees, servants or agents may have jointly caused or contributed to, by its own negligence, any such claim, demand, cause of action, liability, cost, expense, damage or loss, including claims brought in strict liability or absolute liability.

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

With reference to the foregoing insurance requirement, the Contractor shall specifically endorse applicable insurance policies as follows:

- A. Collin County, its officials, employees, volunteers and officers shall be named as additional insured with respect to general liability.
- B. A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in the workers compensation, general liability, and the alternative compensation policy/plan that covers the non-subscribers employees, if applicable.
- C. The Contractor's insurance coverage shall be primary insurance as respects Collin County, its officials, employees, volunteers and officers. Any insurance or self-insurance maintained by Collin County, its officials, employees, volunteers and officers shall be excess of the Contractor's insurance and shall not contribute with it.

- D. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to Collin County, its officials, employees, volunteers and officers.
- E. 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 insurance.
- F. All copies of Certificates of Insurance shall reference the project/contract number for which the insurance is being supplied.

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

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

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:

- A. Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
- B. Shall specifically set forth the notice of cancellation or termination provisions to Collin County.

**4.0 SPECIAL CONDITIONS AND SPECIFICATIONS – FULL DEPTH RECLAMATION**

- 4.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed bids will be received for Full Depth Reclamation of various County roads (see Attachment B).
- 4.2 Purpose: Collin County is requesting bids for an **ANNUAL CONTRACT FOR FULL DEPTH RECLAMATION WITH TYPE-1 PORTLAND CEMENT** per the specifications of the Texas Department of Transportation Item – 275 (see Attachment A). County will not enter into any contract where the cost is provisional upon such clauses as “escalator” or “cost-plus” clauses.
- 4.3 All work to be performed by the contractor shall consist of furnishing all materials, equipment, labor, supervision, traffic control & flagmen, tools, supplies and any other expenses necessary to complete the project(s).
- 4.4 Pre-Bid Conference: A pre-bid conference will be held April 16, 2009 at 10:00 am at the Collin County Public Works Conference Room (Upstairs), located at 700A Wilmeth Road, McKinney, TX, 75071. All perspective bidders are requested to have a representative present. It is the bidder's responsibility to review the site and documents to gain a full understanding of the requirements of the bid.
- 4.5 Term: Successful vendor(s) will be awarded from effective date of award or notice to proceed as determined by Collin County Purchasing until September 30, 2009. At Collin County's option and approval by the vendor, the contract may be renewed for three (3) additional one (1) year periods, as further explained in Renewal Options.
- 4.6 Renewal Options: Collin County reserves the right to exercise an option to renew the contract of the vendor for two (3) additional one (1) year periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the County exercises the right in writing, the Bidder shall update and submit any legal documents required during the initial solicitation no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Bidder in complete form within the time specified, the County will rescind its option and seek a new bid solicitation. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as a change order to this contract and such change order shall be executed by both parties.
- 4.7 Price Re-determination: A price re-determination may be considered by Collin County only at the anniversary date of the contract. For purpose of this contract the anniversary date will be October 1st of each year. All requests for price re-determination shall be in written form and shall include documents supporting price re-determination 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 re-determination as it deems to be in the best interest of the County.

- 4.8 Bonds: If a contract is for the execution of a public work, the following shall apply:
- 4.8.1 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 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).
  - 4.8.2 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 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).
- 4.9 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.
- 4.10 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 County shall receive such price reduction.
- 4.11 Approximate Usage: Collin County has determined that there are approximately 14.5 miles of road to be repaired. However, the County shall request and authorize services based on departmental need. No minimum amount of work is guaranteed under the resulting contract.
- 4.12 Work under this agreement shall consist of the preparation of a reclaimed sub-base course composed of a mixture of the existing bituminous concrete pavement and any underlying granular material. The manufacture of the reclaimed sub-base course shall be done by in-place pulverizing and blending of the existing bituminous concrete pavement material and any underlying granular material, thus creating a homogeneous mixture of reclaimed sub-base material. The work shall also consist of shaping, finishing, fine grading, and compaction of the reclaimed sub-base material. The entire process shall be accomplished in strict compliance of the Texas Department of Transportation item #275.1 – 275.6 (see Attachment A) and conform to the specified grades and cross-sections as directed by the County Engineer, Road & Bridge Superintendent or other designated official.
- 4.13 Final pavement surface (asphalt, concrete etc.) will be completed by Collin County.
- 4.14 Collin County reserves the right to require any/all facets of construction (e.g. mix designs, geo-tech analysis and/or plans used in the design and determination of percentages of cement and flex-base required on road projects) to be certified by a professional engineer.

#### 4.15 Road Preparation - Minimum Requirements

- 4.15.1 Successful bidder will be required to contact any and all utility companies for the relocation of sub-surface utilities located within road and/or job site areas.
- 4.15.2 Successful bidder will be required to pay, at no additional cost to the County, for the relocation or damage to any utility located within their respective job sites.
- 4.15.3 Successful bidder will blade/grade road shoulders and remove vegetation as required.
- 4.15.4 Successful bidder will be required to mobilize Class A TxDOT flex-base material to projects/jobsites to comply with depth requirements as shown in (sketch/attachment "C") Successful bidder will also be required to blade/grade or spread additional flex-base described above
- 4.15.5 Successful bidder will apply/add type 1 Portland cement at the application rate as determined by mix design.
- 4.15.6 Successful bidder will pulverize and mix existing sub-grade, base material, pavement, and cement to a minimum depth of 8 inches.
- 4.15.7 Successful bidder will ensure road is to be kept wet to achieve optimum moisture content.
- 4.15.8 Successful bidder will roll and compact to achieve density as described in attachment "A".
- 4.15.9 Successful bidder will blade/grade and reshape until smooth, with proper crown.
- 4.15.10 Successful bidder will be required to tie in driveways with HMAC to match new roadway grades, 16 ft. wide driveway (average width).
- 4.15.11 Successful bidder will be required to remove/replace existing mail receptacles as necessary as well as provide temporary mail receptacles to facilitate mail deliveries during the construction process. Successful bidder will also be required to remove and replace mail boxes as required to accommodate new road grades and alignments
- 4.15.12 Successful bidder will be required to re-slope yards and property adjacent to FDR treated roadways where new alignment and grade changes require same.  
Fill material will be select fill, suitable for re-growing grass
- 4.15.13 Successful bidder will be required to reseed above yard/property fill as follows:
  - Sept thru April – 50% winter rye, 50% fescue Mix
  - May thru Aug. – 100% Texas Tuff Bermuda Grass
- 4.15.14 Successful bidder will roll the surface again with a vibratory roller, after approximately 24 to 48 hours, to introduce micro cracking into the structure, for preparation of paving.
- 4.15.15 Successful bidder will blade smooth and compact until desired finish is achieved.

# ATTACHMENT A

## TEXAS DEPARTMENT OF TRANSPORTATION

### ITEM 275

#### CEMENT TREATMENT/ROAD-MIXED (Also used for Full Depth Reclamation)

**275.1. Description.** Mix and compact cement, water, and sub-grade or base (with or without asphalt concrete pavement) in the roadway.

**275.2. Materials.** Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Notify the Engineer of the proposed material sources and of changes to material sources. The Engineer will verify that the specification requirements are met before the sources can be used. The Engineer may sample and test project materials at any time before compaction. Use Tex-100-E for material definitions.

**A. Cement.** Furnish hydraulic cement that meets the requirements of DMS-4600, "Hydraulic Cement," and the Department's Hydraulic Cement Quality Monitoring Program (HCQMP). Sources not on the HCQMP will require testing and approval before use.

**B. Flexible Base.** Furnish base material that meets the requirements of Item 247, "Flexible Base," for the type and grade shown on the plans, before the addition of cement.

**C. Water.** Furnish water free of industrial waste and other objectionable material.

**D. Asphalt.** When permitted for curing purposes, furnish asphalt or emulsion that meets the requirements of Item 300, "Asphalts, Oils, and Emulsions," as shown on the plans or directed.

**E. Mix Design.** The Engineer will determine the target cement content and optimum moisture content to produce a stabilized mixture that meets the strength requirements shown on the plans. The mix will be designed in accordance with Tex-120-E or will be based on prior experience with the project materials. The Contractor may propose a mix design developed in accordance with Tex-120-E. The Engineer will use Tex-120-E to verify the Contractor's proposed mix design before acceptance. Reimburse the Department for subsequent mix designs or partial designs necessitated by changes in the material or requests by the Contractor. When treating existing materials, limit the amount of asphalt concrete pavement to no more than 50% of the mix unless otherwise shown on the plans or directed.

**275.3. Equipment.** Provide machinery, tools, and equipment necessary for proper execution of the work. Provide rollers in accordance with Item 210, "Rolling." Provide proof rollers in accordance with Item 216, "Proof Rolling," when required.

**A. Cement Storage Facility.** Store cement in closed, weatherproof containers.

**B. Cement Slurry Equipment.** Use slurry tanks equipped with agitation devices to slurry cement on the project or other approved location. The Engineer may approve other slurring methods. Provide a pump for agitating the slurry when the distributor truck is not equipped with an agitator. Equip the distributor truck with an approved sampling device.

**C. Pulverization Equipment.** Provide pulverization equipment that:

- cuts and pulverizes material uniformly to the proper depth with cutters that will plane to a uniform surface over the entire width of the cut,
- provides a visible indication of the depth of cut at all times, and
- uniformly mixes the materials.

## ATTACHMENT A

**275.4. Construction.** Construct each layer uniformly, free of loose or segregated areas and with the required density and moisture content. Provide a smooth surface that conforms to the typical sections, lines, and grades shown on the plans or as directed.

**A. Preparation of Subgrade or Existing Base for Treatment.** Before treating, remove existing asphalt concrete pavement in accordance with pertinent Items and the plans or as directed. Shape existing material in accordance with applicable bid items to conform to the typical sections shown on the plans and as directed. When shown on the plans or directed, proof roll the roadbed in accordance with Item 216, "Proof Rolling," before pulverizing or scarifying existing material. Correct soft spots as directed. When new base is required to be mixed with existing base, deliver, place, and spread the new material in the required amount per station. Manipulate and thoroughly mix new base with existing material to provide a uniform mixture to the specified depth before shaping.

**B. Pulverization.** Pulverize or scarify existing material after shaping so that 100% passes a 2-1/2-in. sieve. If the material cannot be uniformly processed to the required depth in a single pass, excavate and windrow the material to expose a secondary grade to achieve processing to plan depth.

**C. Application of Cement.** Uniformly apply cement using dry placement unless otherwise shown on the plans. Add cement at the percentage determined in Section 275.2.E, "Mix Design." Apply cement only on an area where mixing, compacting, and finishing can be completed during the same working day. Start cement application only when the air temperature is at least 35°F and rising or is at least 40°F. The temperature will be taken in the shade and away from artificial heat. Suspend application when the Engineer determines that weather conditions are unsuitable.

**1. Dry Placement.** Before applying cement, bring the prepared roadway to approximately optimum moisture content. When necessary, sprinkle in accordance with Item 204, "Sprinkling." Distribute the required quantity of dry cement with approved equipment. Minimize dust and scattering of cement by wind. Do not apply cement when wind conditions, in the opinion of the Engineer, cause blowing cement to become dangerous to traffic or objectionable to adjacent property owners.

**2. Slurry Placement.** Mix the required quantity of cement with water, as approved. Provide slurry free of objectionable materials and with a uniform consistency that can be easily applied. Agitate the slurry continuously. Apply slurry within 2 hours of adding water and when the roadway is at a moisture content drier than optimum. Distribute slurry uniformly by making successive passes over a measured section of the roadway until the specified cement content is reached.

**D. Mixing.** Thoroughly mix the material and cement using approved equipment. Mix until a homogeneous mixture is obtained. Sprinkle the treated materials during the mixing operation, as directed, to maintain optimum mixing moisture. Spread and shape the completed mixture in a uniform layer. After mixing, the Engineer will sample the mixture at roadway moisture and test in accordance with Tex-101-E, Part III, to determine compliance with the gradation requirements in Table 1.

**Table 1**  
**Gradation Requirements Minimum % Passing**

Sieve Size	Base	Subgrade
1 3/4 inch	100	100
3/4 inch	85	85
No. 4	-	60

## ATTACHMENT A

**E. Compaction.** Compact the mixture in one lift using density control unless otherwise shown on the plans. Complete compaction within 2 hours after the application of cement. Sprinkle or aerate the treated material in accordance with Item 204, "Sprinkling," to adjust the moisture content during compaction so that it is within 2.0 percentage points of optimum as determined by Tex-120-E. Determine the moisture content of the mixture at the beginning and during compaction in accordance with Tex-103-E. Adjust operations as required. Begin rolling longitudinally at the sides and proceed towards the center, overlapping on successive trips by at least one-half the width of the roller unit. On superelevated curves, begin rolling at the low side and progress toward the high side. Offset alternate trips of the roller. Operate rollers at a speed between 2 and 6 MPH, as directed. Remove areas that lose required stability, compaction, or finish. Replace with cement-treated mixture at the Contractor's expense.

**1. Ordinary Compaction.** Roll with approved compaction equipment, as directed. Correct irregularities, depressions, and weak spots immediately by scarifying the areas affected, adding or removing treated material as required, reshaping, and recompacting.

**2. Density Control.** Compact to at least 95% of the maximum density determined in accordance with Tex-120-E. The Engineer will determine roadway density in accordance with Test Method Tex-115-E and will verify strength in accordance with Tex-120-E. Remove material that does not meet density requirements. Remove areas that lose required stability, compaction, or finish. Replace with cement-treated mixture and compact and test in accordance with density control methods. The Engineer may accept the section if no more than 1 of the 5 most recent density tests is below the specified density and the failing test is no more than 3 pcf below the specified density.

**F. Finishing.** Immediately after completing compaction, clip, skin, or tight-blade the surface of the cement treated material with a maintainer or subgrade trimmer to a depth of approximately 1/4 in. Remove loosened material and dispose of it at an approved location. Roll the clipped surface immediately with a pneumatic-tire roller until a smooth surface is attained. Add small increments of water as needed during rolling. Shape and maintain the course and surface in conformity with the typical sections, lines and grades shown on the plans or as directed. Finish grade of constructed subgrade in accordance with Section 132.3.F.1, "Grade Tolerances." Finish grade of constructed base in accordance with Section 247.4.D, "Finishing." Do not surface patch.

**G. Curing.** Cure for at least 3 days by sprinkling in accordance with Item 204, "Sprinkling," or by applying an asphalt material at the rate of 0.05 to 0.20 gal. per square yard, as shown on the plans or directed. Maintain the moisture content during curing at no lower than 2 percentage points below optimum. Do not allow equipment on the finished course during curing except as required for sprinkling, unless otherwise approved. Continue curing until placing another course or opening the finished section to traffic.

**275.5. Measurement. A. Cement.** Cement will be measured by the ton (dry weight). When cement is furnished in trucks, the weight of cement will be determined on certified scales, or the Contractor must provide a set of standard platform truck scales at a location approved by the Engineer. Scales must conform to the requirements of Item 520, "Weighing and Measuring Equipment." When cement is furnished in bags, indicate the manufacturer's certified weight. Bags varying more than 5% from that weight may be rejected. The average weight of bags in any shipment, as determined by weighing 10 bags taken at random, must be at least the manufacturer's certified weight. Cement slurry will be measured by the ton (dry weight) of the cement used to prepare the slurry at the job site or from the minimum percent dry solids content of the slurry, multiplied by the weight of the slurry in tons delivered.

**B. Cement Treatment.** Cement treatment will be measured by the square yard of surface area. The dimensions for determining the surface area are established by the widths shown on the plans and lengths measured at placement.

## ATTACHMENT A

**275.6. Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid in accordance with Section 275.5.A, "Cement," or Section 275.5.B, "Cement Treatment." Furnishing and delivering new base will be paid for in accordance with Item 247.6.B, "Flexible Base (Roadway Delivery)." Mixing, spreading, blading, shaping, compacting, and finishing new or existing base material will be paid for under Section 275.6.B, "Cement Treatment." Removal and disposal of existing asphalt concrete pavement will be paid for in accordance with pertinent Items or Article 4.2, "Changes in the Work." Sprinkling and rolling, except proof-rolling, will not be paid for directly but will be subsidiary to this Item, unless otherwise shown on the plans. When proof-rolling is shown on the plans or directed by the Engineer, it will be paid for in accordance with Item 216, "Proof Rolling." Where subgrade is constructed under this Contract, correction of soft spots in the subgrade or existing base will be at the Contractor's expense. Where subgrade is not constructed under this Contract, correction of soft spots in the subgrade or existing base will be in accordance with pertinent Items or Article 4.2, "Changes in the Work." Asphalt used solely for curing will not be paid for directly, but will be subsidiary to this Item. Asphalt placed for the purpose of curing and priming will be paid for under Item 310, "Prime Coat."

**A. Cement.** Cement will be paid for at the unit price bid for "Cement." This price is full compensation for materials, delivery, equipment, labor, tools, and incidentals.

**B. Cement Treatment.** Cement treatment will be paid for at the unit price bid for "Cement Treatment (Existing Material)," "Cement Treatment (New Base)," or "Cement Treatment (Mixing Existing Material and New Base)," for the depth specified. No additional payment will be made for thickness or width exceeding that shown on the plans. This price is full compensation for shaping existing material, loosening, mixing, pulverizing, providing cement, spreading, applying cement, compacting, finishing, curing, curing materials, blading, shaping and maintaining shape, replacing mixture, disposing of loosened materials, processing, hauling, preparing secondary subgrade, water, equipment, labor, tools, and incidentals.

## Attachment B

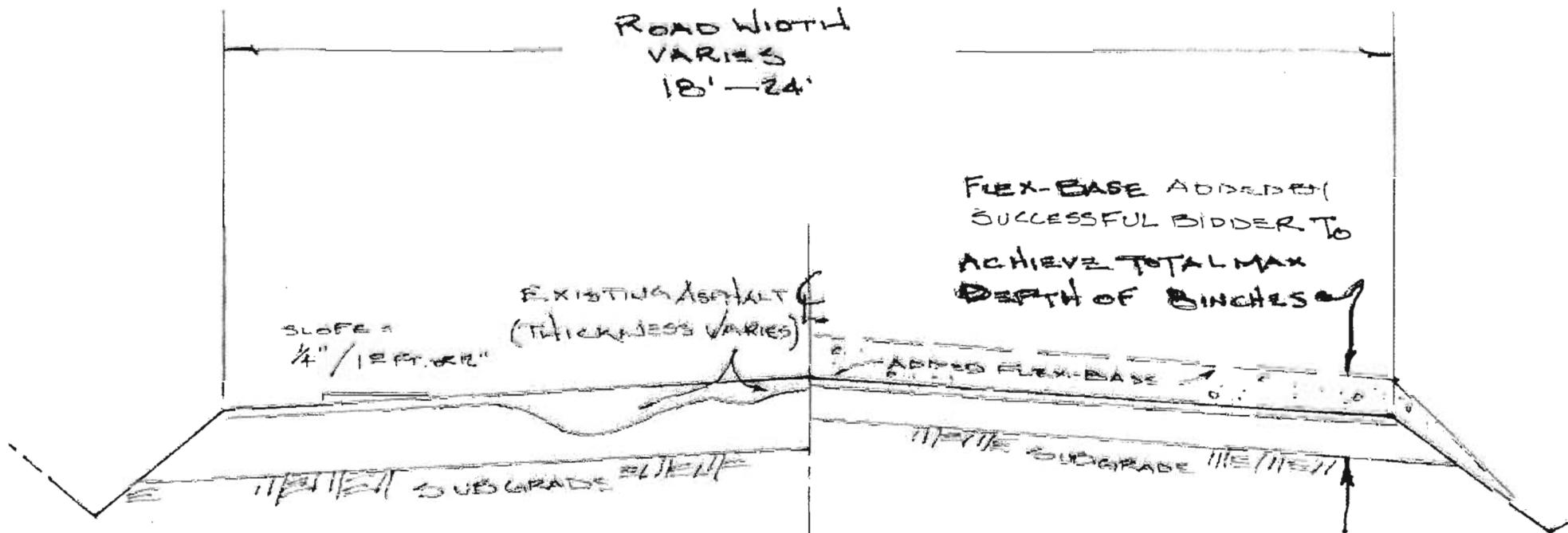
Shamrock Park	
CR	Miles
900	0.856
901	0.324
902	0.314
903	0.141
904	0.146
905	0.632
906	0.11
<b>Total</b>	<b>2.523</b>

Lavon Beach Estates	
CR	Miles
1004	0.48
1045	0.158
1046	0.157
1047	0.571
1048	0.142
1049	0.602
1050	0.295
1051	0.296
1052	0.061
1053	0.706
1054	0.208
1055	0.316
1056	0.321
1057	0.18
1058	0.043
1059	0.069
<b>Total</b>	<b>4.605</b>

Tickey Creek	
CR	Miles
770	0.829
892	0.26
893	0.26
894	0.195
895	0.189
896	0.184
897	0.109
898	0.038
899	0.148
951	0.233
952	0.483
953	0.055
954	0.056
955	0.067
956	0.086
957	0.189
958	0.184
959	0.288
<b>Total</b>	<b>3.853</b>

Totals	
Subdivision	Miles
Shamrock Park	2.523
Lavon Beach Estates	4.605
Tickey Creek	3.853
<b>Total</b>	<b>10.981</b>

County does not guarantee any minimum usage of services and materials provided under this Price Agreement. The figures above are only estimates. Contractor will only be paid for services and materials actually rendered.



TYPICAL  
 1/2 CROSS SECTION DEPICTING  
 EXISTING FLEX-BASE AND  
 ASPHALT SUFFICIENT TO  
 ACHIEVE BIN FOR CONSTRUCTION

TYPICAL  
 1/2 CROSS SECTION DEPICTING  
 FLEX-BASE ADDED TO ROAD  
 PRIOR TO FDR CONSTRUCTION

NOTE! NATIVE SUB-GRADE SOILS OR MATERIALS  
 SHALL NOT BE MIXED/INCORPORATED  
 INTO BIN FOR CONSTRUCTION AREA

## TYPICAL CROSS-SECTIONS

ATTACHMENT "C"

**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="text"/>	<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	<input type="text"/>
Street Address of Principal Place of Business	<input type="text"/>
City, State, Zip	<input type="text"/>
Phone of Principal Place of Business	<input type="text"/>
Fax of Principal Place of Business	<input type="text"/>
E-mail Address of Representative	<input type="text"/>
Federal Identification Number	<input type="text"/>
Date	<input type="text"/>
Acknowledgement of Addenda	#1 € #2 € #3 € #4 € #5 € #6 €
Authorized Representative Name	<input type="text"/>
Authorized Representative Title	<input type="text"/>
Signature (Required for paper bid submission)	<input type="text"/>

## 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>	<p><b>OFFICE USE ONLY</b></p>   <p>Date Received</p>
<p><b>1</b> Name of person doing business with local governmental entity.</p> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	
<p><b>2</b> <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><b>3</b> 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> <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 5px; position: relative;"> <div style="position: absolute; right: -20px; top: 50%; transform: translateY(-50%); border-left: 1px solid black; border-right: 1px solid black; border-bottom: 1px solid black; width: 10px; height: 100%; text-align: center;"> <span style="position: absolute; top: 0; left: 50%; transform: translate(-50%, -50%); font-size: 8px;">▲</span> <span style="position: absolute; bottom: 0; left: 50%; transform: translate(-50%, -50%); font-size: 8px;">▼</span> </div> </div>	
<p><b>4</b> 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> <div style="border: 1px solid black; height: 80px; width: 100%; margin-top: 5px; position: relative;"> <div style="position: absolute; right: -20px; top: 50%; transform: translateY(-50%); border-left: 1px solid black; border-right: 1px solid black; border-bottom: 1px solid black; width: 10px; height: 100%; text-align: center;"> <span style="position: absolute; top: 0; left: 50%; transform: translate(-50%, -50%); font-size: 8px;">▲</span> <span style="position: absolute; bottom: 0; left: 50%; transform: translate(-50%, -50%); font-size: 8px;">▼</span> </div> </div>	

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

**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:

### 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](mailto: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](http://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:

## Question and Answers for Bid #03440-09 - Services: Full Depth Reclamation

### OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.