

Solicitation 2015-077

ROAD MAINTENANCE, MICROSURFACING

Bid designation: Public



Collin County

Bid 2015-077 ROAD MAINTENANCE, MICROSURFACING

Bid Number **2015-077**
 Bid Title **ROAD MAINTENANCE, MICROSURFACING**

Bid Start Date **In Held**
 Bid End Date **May 14, 2015 2:00:00 PM CDT**
 Question & Answer
 End Date **May 11, 2015 12:00:00 PM CDT**

Bid Contact **Carol Magers**
 Buyer II
 Purchasing Department

Contract Duration **365 days**
 Contract Renewal **2 annual renewals**
 Prices Good for **90 days**
 Pre-Bid Conference **May 5, 2015 10:00:00 AM CDT**

Attendance is optional

Location: A pre-proposal conference will be held on Tuesday, May 5, 2015, 10 a.m. at the Public Works Conference Room, 700-A Wilmeth Road, McKinney, TX 75069. This is to provide an opportunity for all interested bidders to ask questions. All prospective bidders are requested to have a representative present. It is the bidder's responsibility to review documents to gain a full understanding of the requirements of the IFB.

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

Mailing Address:

**Collin County Purchasing
 2300 Bloomdale Rd., Ste 3160
 McKinney, TX 75071**

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.

Item Response Form

Item **2015-077--01-01 · Price per ton constructed/laid.**

Quantity **1 ton**

Unit Price

Delivery Location **Collin County**

No Location Specified

Qty 1

Description

Price per ton constructed/laid. Collin County anticipates usage of approximately 3,000 tons (185,000 square yards) for the microsurfacing of the roadways within Collin County.
Locations will be specified on the purchase orders issued.



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 CSP: refers to Competitive Sealed Proposal

1.0.1.9 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 (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), Competitive Sealed Proposal (CSP), 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, CSP'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/CSP/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, CSP'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), Competitive Sealed Proposals (CSP), and 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, CSP, 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), Competitive Sealed Proposals (CSP), Request For Information (RFI), submitted in hard copy paper form. IFB's, RFP's, RFQ's, CSP'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/CSP/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/Competitive Sealed Proposal, 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/CSP 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 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/CSP/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 its preparation of an RFI/IFB/RFQ/RFP/CSP/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, CSP, 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 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 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, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. 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/CSP/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 including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability.

- Each Occurrence: \$1,000,000
- Personal & Adv Injury: \$1,000,000
- Products/Completed Operation: \$2,000,000
- General Aggregate: \$2,000,000

3.1.2 **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

- Liability, Each Accident: \$500,000
- Disease-Each Employee: \$500,000
- Disease – Policy Limit: \$500,000

3.1.3 **Commercial Automobile Liability** insurance including owned, non-owned, and hired vehicles used in connection with the contract.

- Combined Single Limit – Each Accident: \$1,000,000

3.1.4 **Umbrella/Excess Liability** insurance.

- Each Occurrence/Aggregate: \$1,000,000

3.2 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 all insurance coverages.

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 require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.3.4 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.

3.3.5 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 Road Maintenance, Microsurfacing, IFB #2015-077.

4.2 PURPOSE: The intended use/purpose for this Invitation for Bid is to provide for the Microsurfacing 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, 2016 with two (2) optional one (1) year renewal periods. It is anticipated that this contract will start on or about July 1, 2015.

4.4 PRE-BID CONFERENCE: **An optional pre-bid conference will be held at 10 a.m. on Tuesday, May 5, 2015, at the Public Works Conference Room, 700-A-Wilmeth Road, McKinney, TX 75069.**

4.5 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.

4.6 PRICE ADJUSTMENT CLAUSE (ESCALATION/DE-ESCALATION): The bidder is to submit a bid that will be fixed for one (1) year. On each anniversary date of the contract, the Contractor may be granted an increase or decrease in their bid, dependent upon fluctuations in the Producer Price Index (PPI), Maintenance and Repair Construction, (SERIES ID NDUBMRP--BMRP--), as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. Visit their website at www.bls.gov/.

The Contractor has the sole responsibility to request, in letter form, an adjusted rate and shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease with the request. This request and documentation must be received at the office of the Purchasing Agent no later than ninety days (90) from the anniversary date. To ensure timely delivery, certified mail is recommended. If the request is submitted and received within the required time frame, the adjustment will be submitted for processing. Contractor will be notified in writing upon approval.

Should a contractor fail to submit the request and supporting documentation to the proper location within ninety days (90) of the anniversary date, contractor shall be deemed to have waived its right to any increase in price, but the County shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the below methodology.

4.6.1 The anniversary date will be October 1 of each year. The 'base' month for determining adjustments will be the sixth (6th) month prior to the anniversary date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month for each applicable year and will become effective on the first day of the anniversary

month. If the contract allows for an adjustment after the first year, it would be based on the difference between the April 2015 PPI and the April 2016 PPI and become effective in October 2016. If the contract allows for an adjustment after the second year, it would be based on the difference between the April 2016 PPI and the April 2017 PPI and become effective October 2017.

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 **APPROXIMATE USAGE:** Collin County anticipates approximate usage of 3,000 tons (185,000 square yards) for the Microsurfacing of the roadways within Collin County. 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.

4.11 **OWNER/REPRESENTATIVE:** "Owner" shall refer to Collin County. "Representative" in these specifications shall be understood as referring to the Collin County Public Works Department.

4.12 **CONTRACT, BONDS, & CERTIFICATE OF INSURANCE:** The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the total contract price in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law, and on the form specified in the Contract Documents. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.

The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, a one (1) year Maintenance Bond in the amount of ten percent (10%) of the total contract price in such form as is satisfactory to Owner. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.

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

4.14 **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)".

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

4.16 **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.

4.17 **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.

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

4.20 **SAFETY RESTRICTION-WORK NEAR HIGH VOLTAGE LINES:** The following procedures will be followed 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.

4.21 **NOTIFICATION AND SAFETY OF CITIZEN VEHICLES:** It shall be the responsibility of the Contractor to ensure the safety of the citizens' vehicles. The Contractor should place signs in appropriate places, notify the citizens, have pilot cars and any other applicable means of maintaining the safety of the citizens' vehicles on the roads where work is being performed. It

shall be the responsibility of the Contractor to make all notifications at least 48 hours prior to work beginning.

4.22 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.

4.23 EXAMINATION OF SITE: Contractor 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.

4.24 SUPERVISION AND INSPECTION: The work shall 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.

4.25 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.*

4.26 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.

4.27 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 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 Owner, 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.

4.28 **SUBCONTRACTORS:** Contractor shall state names of all subcontractors and the type of work they will be performing. If a Contractor fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without approval in writing from the Collin County Purchasing Department.

The successful Contractor further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful Contractor's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.

4.29 **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.

4.30 **HOURS OF WORK:** All work shall be done between the hours of **9:00 a.m. and 4:00 p.m.** Exceptions to this must be approved by the County's Representative.

4.31 **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. This shall include the clean-up of the area where the Contractor may have stored their material, tools, trucks, etc. (for example Collin County Stockpile, if that is the place that is mutually agreed upon, as well as any other site used).

4.32 **CLEANUP FOR FINAL ACCEPTANCE:** The Contractor shall make a final cleanup of all parts of the work before final acceptance is made by the Representative and payment is made by the Owner. This cleanup shall include removal of all objectionable rocks, pieces of asphalt or concrete, and other construction materials, i.e., from the road work site, and in general preparing the site of the work in an orderly manner and appearance.

5.0 TECHNICAL SPECIFICATIONS (POLYMER MODIFIED)
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5.1. **SCOPE:** The intent of this bid is to provide for the microsurfacing of existing roadways within Collin County in accordance with the following standards, terms and conditions.

5.2 **DESCRIPTIONS:**

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

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

5.2.3 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.

5.3 **MATERIALS:**

5.3.1 Furnish uncontaminated materials of uniform quality that meet the requirements of the plans and specifications. Provide the Representative with representative samples of all component materials for verification.

Notify the Representative of all material sources and before changing any material source or formulation. The Representative will verify that the specification requirements are met when the Contractor makes a source or formulation change, and may require a new laboratory mixture design, trial batch, or both. The Representative may sample and test project materials at any time during the project to verify specification compliance. (See Attachment A)

5.3.2 Cationic Polymer-Modified Asphalt Emulsion: Provide CSS-1P in accordance with Section 300.2.D (See Attachment B) “Emulsified Asphalt.”

5.3.3 Aggregate: Furnish crushed aggregate from a single source meeting the requirements of Table 1 and Table 2. Do not combine approved material with unapproved material.

Table 1
Master Gradation Limits
(% Passing by Weight or Volume)

Sieve Size	% Passing
#4	86.0-94.0
#8	45.0-65.0
#16	25.0-46.0
#30	15.0-35.0
#50	10.0-25.0
#100	7.0-18.0
#200	5.0-15.0

Table 2
Aggregate Quality Requirements

Property	Test Method	Requirement
SAC	Tex-499-A (AQMP)	A (1)
Magnesium sulfate soundness, 5 cycles, % Max	Tex-44-A	25
Crushed face count, % Min	Tex-460-A, Part 1	95
Sand equivalent, % Min	Tex-203-F	70
Add insoluble, (%), Max	Tex-612-J	55

(1) Surface Aggregate Classification of “A” is required unless otherwise shown on the plans.

(2) Only applies to crushed gravel

5.3.4 Mineral Filler: Provide a mineral filler that is sufficiently dry, free-flowing, and free of clumps and foreign matter consisting of non-air-entrained cement meeting the requirements of DMS-4600 (See Attachment C) “Hydraulic Cement,” or hydrated lime meeting the requirements of DMS 6350 (See Attachment D) “Line and Lime Slurry.”

5.3.5 Water: Provide water that is potable and free of harmful soluble salts.

5.3.6 Other Additives: Use approved additives as recommended by the emulsion manufacturer in the emulsion mix or in any of the component materials when necessary to adjust mist time in the field.

5.3.7 Tack Coat: Furnish CSS-1H or SS-1H for tack coat binder in accordance with Item 300.2.d table 8 (See Attachment A), Cationic Emulsified Asphalt Specialized or preferred tack coat materials may be allowed or required when shown on the plans. Do not dilute emulsified asphalts at the terminal, in the field, or at any other location before use.

5.4 EQUIPMENT:

5.4.1 Maintain equipment in good repair and operating condition.

5.4.2 Mixing Machine: Furnish a self-propelled Microsurfacing mixing machine with:

- 5.5.2.1 Self-loading devices to promote continuous laying operations
- 5.5.2.2 Enough storage capacity for mixture materials
- 5.5.2.3 Individual volume or weight controls that will proportion each material to be added to the mix
- 5.5.2.4 Continuous flow mixing with a revolving multi-blade mixer capable of discharging the mixture on a continuous flow basis
- 5.5.2.5 Opposite side driving stations
- 5.5.2.6 Full hydrostatic control of the forward and reverse speed during operation
- 5.5.2.7 A water pressure system and nozzle-type spray bar immediately ahead of the spreader box and capable of spraying the roadway for the width of the spreader box
- 5.5.2.8 A mechanical-type spreader box equipped with paddles or other devices capable of agitating and spreading the materials throughout the box
- 5.5.2.9 A spreader box with devices capable of providing lateral movement or side shift abilities

- 5.5.2.10 A spreader box with a front seal, adjustable rear strike-off and an adjustable secondary rear strike-off
 - 5.5.3 Calibrate and properly mark each control device that proportions the individual materials. Equip the aggregate feed with a revolution counter or similar device capable of determining the quantity of aggregate used at all times. Provide a positive-displacement-type emulsion pump with a revolution counter or similar device capable of determining the quantity of emulsion used at all times. Provide an approved mineral filler feeding system capable of uniformly and accurately metering the required material.
- 5.5 SCALES:
- 5.5.1 Scales used for weighing aggregates and emulsion must meet all requirements of Item 52 (See Attachment D) "Weighing and Measuring Equipment." The weighing equipment for aggregates may be either a suspended hopper or a belt scale.
- 5.6 ASPHALT STORAGE AND HANDLING EQUIPMENT:
- 5.6.1 Furnish a thermometer in each tank to indicate the asphalt temperature when continuously storage tanks are used. Keep equipment clean and free of leaks. Keep asphalt materials free from contamination.
- 5.7 CONSTRUCTION:
- 5.7.1 Produce, transport, and place Microsurfacing as specified in this item or as shown on the plans. Provide emulsion and aggregate that are compatible so that the mixing process will completely and uniformly coat the aggregate. Ensure that the finished surface has a uniform texture and the microsurface mat is fully adhered to the underlying pavement. The Representative may perform production tests at any time during the project, as deemed necessary. Schedule and participate in a pre-paving meeting with the Representative on or before the first day of paving unless otherwise directed.
 - 5.7.2 Mixture Design:
 - 5.7.2.1 Provide a mixture design meeting the proportions shown in Table 3 and the requirements shown in Table 4. Provide the Representative with representative samples of all component materials for verification of the mix design, unless otherwise directed. Public Works will verify the mixture design to ensure it meets the minimum requirements for wet track abrasion wear value listed in Table 4. Provide the Representative with approximately 40 lbs of each aggregate stockpile, at least 1 gal of asphalt emulsion, at least 1 gal of mineral filler, and sufficient quantities of any additive proposed for use.
 - 5.7.2.2 The Representative may accept an existing mixture design previously used on a County project but the mixture design may be subjected to annual verification using laboratory-produced mixes before starting the Public Works verification, if approved by the Representative.

**Table 3
Mixture Design Proportions**

Material	Proportion
Residual asphalt	6.9% to 9.9% by wt. of dry aggregate
Mineral filler (hydraulic cement or hydrated lime)	0.5% to 3.0% by wt of dry aggregate
Field control additive	As required to provide control of break and cure
Water	As required to produce proper mixture consistency

**Table 4
Mixture Design Requirements**

Property	Test Method	Requirements
Wet track abrasion, g/sq. ft. Max wear value	Tex-240-F, Part V	75
Gradation (aggregate and mineral filler)	Tex-200-F, Part II (washed)	Table 1
Mix time, controlled to 120 sec	Tex-240-F, Part II	Pass
Lateral displacement – Specific gravity after 1000 cycles of 125 lbs	ISSA TB-147	5% Max 2.10 Max
Excessive asphalt by LWT Sand Adhesion	ISSA TB-109	50 g/ft ² (538 g/m ²) Max

5.8 REPORTING, TESTING AND RESPONSIBILITIES:

- 5.8.1 Use Public Works-provided Excel templates to record and calculate all test data pertaining to production testing. Obtain the latest version of the Excel from the Representative. The Representative will immediately report to the Contractor any test results that fail to meet the specification requirements.

Note that mix placed after test results are available to the Contractor may be considered unauthorized work if the results require suspension of operations. Unauthorized work will be accepted or rejected at the discretion of the Representative.

5.9 TEMPORARY MATERIAL STORAGE:

- 5.9.1 Aggregate Storage: Stockpile materials to prevent segregation or contamination. Remix stockpiles with suitable equipment when necessary to eliminate segregation. Use a scalping screen to remove oversize material while transferring aggregates to the mixing machine.
- 5.9.2 Mineral Filler Storage: Store the mineral filler in a manner that will keep it dry and free from contamination.
- 5.9.3 Asphalt Material Storage: Keep asphalt materials free from contamination.

5.10 WEATHER LIMITATIONS:

5.10.1 The Contractor may pave any time the roadway has no standing water on the roadway surface, the roadway surface temperature is at least 60 degrees F and the ambient temperature is at least 50 degree F and rising. Place mixtures only when the Representative determines the roadway surface weather an moisture conditions are suitable. The Representative may restrict the Contractor from paving if the ambient temperature is below 60 degrees F and falling. Cease placement 24 hrs. before the weather forecast (National Weather Service) predict temperatures below 32 degrees F unless otherwise approved.

5.11 SURFACE PREPARATION:

5.11.1 Prepare the surface by removing raised pavement markers and objectionable material such as moisture, dirt, sand, leaves, and other loose impediments from the surface before placing mixture. Provide a water spray immediately ahead of the spreader box when required for existing surface conditions when tack coat is not required. Apply water at a rate that will dampen the entire surface without any free-flowing water ahead of the spreader box.

5.12 TACK COAT:

5.12.1 Apply tack coat uniformly at the rate directed by the Representative when shown on the plans. The Representative will set the rate between 0.04 and 0.10 gal. of residual asphalt per square yard of surface area. Apply the tack coat in a uniform manner to avoid streaks and other irregular patterns.

5.13 MATERIAL TRANSFER:

5.13.1 Minimize construction joints by providing continuous loading of material during placement. Remove oversized material before transferring the aggregates to the mixing machine.

5.14 PLACING:

5.14.1 Make necessary adjustments so that the mixture will have sufficient working life to allow for proper placement at the predicted ambient temperature and humidity. Spread the mixture uniformly to the lines and grades shown on the plans or as directed by means of a mechanical type spreader box. Shift the spreader box when necessary to maintain proper alignment. Clean the spreader box regularly to prevent build up from occurring and to minimize clumps. Set and maintain the spreader box skids to prevent chatter in the finished mat. Prevent loss of material from the spreader box by maintaining contact between the front seal and the road surface. Adjust the rear seal to provide the desired spread. Adjust the secondary strike-off to provide the desired surface texture. Clean strike-off regularly to prevent build up from occurring.

5.15 CURING:

5.15.1 Protect the finished mat from traffic until the mixture cures and will not be damaged by traffic. Adjust mixture properties according to humidity conditions and ambient temperatures to allow traffic on completed travel lanes within 1 hr after placement with no damage to the surface. Protect locations subject to sharp turning, stopping, and starting traffic for longer periods when necessary.

5.16 PRODUCTION TESTING:

- 5.16.1 Control the production process within the operational tolerances listed in Table 5. Provide access to the mixing unit discharge stream for sampling purposes. Suspend production when the Representative's test results exceed the operational tolerances. The Representative will allow production to resume when test results or other information indicate the next mixture produced will be within the operational tolerances listed in Table 5.

Table 5
Operational Tolerances

Property	Test Method	Requirements
Asphalt content, % by wt	Tex-236-F (1) or asphalt meter readings	Design target $\pm 0.5\%$
Gradation (washed), % passing	Tex-200-F, Part II from stockpile	#8 sieve and larger, ± 5 from design gradation. #16 sieve and smaller, ± 3 from design gradation (2)

- (1) Dried to constant wt. at 230 degree F
 (2) Material passing #200 sieve including the mineral filler must conform to the limitations of the master gradation shown in Table 1.

The asphalt content may be reduced below the tolerance when lean mixes are necessary for scratch and rut passes but not less than the design minimum shown for the west track abrasion test when approved.

5.17 WORKMANSHIP:

- 5.17.1 Immediately take corrective action if Microsurfacing material is exhibiting evidence of poor workmanship, delayed opening to traffic, or surface irregularities, including excessive scratch marks, drag marks, tears, streaks, raveling, delamination, and segregation. The Representative may allow placement to continue for no more than one day of production while taking appropriate action. Suspend paving if the problem still exists after one day until the problem is corrected to the satisfaction of the Representative.

5.18 FINISHED SURFACE:

- 5.18.1 Provide a finished surface with a uniform texture free from excessive scratch marks, tears, or other surface irregularities. Marks, tears, or irregularities are considered excessive if:
- 5.18.1.1 More than 1 is at least $\frac{1}{4}$ in wide and at least 10 ft long in any 100 ft of machine pull
 - 5.18.1.2 More than 3 are at least $\frac{1}{2}$ in wide and more than 6 in long in any 100ft of machine pull
 - 5.18.1.3 Any are 1 in. wide or wider and more than 4 in. in length

5.19 CONSTRUCTION JOINTS:

5.19.1 Place mixture so that longitudinal joints on the surface course coincide with lane lines, or as directed. Provide longitudinal and transverse joints that are uniform and neat in appearance. Provide construction joints that have limited buildup and no gaps between applications. Joints with buildup will be considered acceptable if:

5.19.1.1 No more than ½ in. vertical space exists between the pavement surface and a 4 ft straightedge placed perpendicular to the longitudinal joint and

5.19.1.2 No more than ¼ in vertical space exists between the pavement surface and a 4 ft straightedge placed perpendicular to the transverse joint/

5.20 EDGES:

5.20.1 Provide an edge along the roadway centerline, lane lines, shoulder, edge of pavement or curb line that is uniform and neat in appearance. The edge is considered acceptable when:

5.20.1.1 It varies no more than ± 3 in. from a 100-ft straight line on a tangent section and

5.20.1.2 It varies no more than ± 3 in. from a 100-ft arc on a curved section

5.21 MISCELLANEOUS AREAS:

5.21.1 Use a single-batch-type lay-down machine or other approved method to place materials onramps or other short sections. Apply tack coat uniformly at the rate directed by the Representative when shown on the plans or lightly dampen the surface with water before placing the mix when tack coat is not required. Provide 100% coverage that is uniform in appearance and comparable to that produced by the spreader box.

5.22 RUTS:

5.22.1 Fill ruts, utility cuts and depressions in the existing surface in a separate pass from the final surface when shown on the plans. Fill ruts as follows:

5.22.1.1 Fill irregular or shallow ruts less than ½ in. deep with a full-width scratch coat pass. Use a rigid primary strike-off plate unless otherwise approved

5.22.1.2 Fill ruts ½ in. deep or deeper independently using a rut-filling spreader box that is at least 5 ft. wide. Crown the spreader box to compensate for traffic compaction.

5.22.1.3 Fill ruts deeper than 1 ½ in. in multiple placements unless otherwise approved.

5.22.1.4 Cure each lift 24 hours before placement of the next lift when using multiple placements.

5.23 REPAIRS:

5.23.1 Perform full width repairs unless otherwise directed.

5.24 MEASUREMENT:

5.24.1 Microsurfacing will be measured by the ton of the composite Microsurfacing mixture, which includes asphalt emulsion, aggregate and mineral filler.

- 5.24.1.1 Aggregate: The quantity of aggregate used in the accepted portion of work will be measured by net ticket weight of each individual load of aggregate based on dry weight of aggregate. Weigh the aggregate at the project stockpile site unless otherwise approved. Use either a suspended hopper scale or a belt scale meeting the requirements of Item 520 (See Attachment D) "Weighing and Measuring Equipment". The calculated weight of mineral filler based on the accepted portion of work will be used for Measurement and included in the total aggregate weight.
- 5.24.1.2 Polymer-Modified Asphalt Emulsion: The quantity of polymer-modified asphalt emulsion in the accepted portion of work will be measured by the ton of material based on the accepted load tickets issued from the manufacturer. At the completion of the project, any unused emulsion will be weighed back and deducted from the accepted asphalt emulsion quantity delivered.

**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 Yes No

General Partnership Yes No

Limited Partnership Yes No

Corporation Yes No

Other Yes 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 <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	<input type="text"/>
Authorized Representative Title	<input type="text"/>
Signature (Required for paper bid submission)	<input type="text"/>

DMS - 6350
LIME AND LIME SLURRY

EFFECTIVE DATE: OCTOBER 2014

6350.1. Description. This Specification establishes requirements and test methods for hydrated lime, commercial lime slurry, carbide lime slurry, and quicklime.

6350.2. Units of Measurements. The values given in parentheses (if provided) are not standard and may not be exact mathematical conversions. Use each system of units separately. Combining values from the two systems may result in nonconformance with the standard.

6350.3. Definitions.

- A. Hydrated Lime**—Hydrated Lime is a dry powdered material consisting of calcium hydroxide.
- B. Commercial Lime Slurry.** Commercial Lime Slurry is a liquid mixture of hydrated lime solids and water delivered to a project in slurry form.
- C. Carbide Lime Slurry.** Carbide Lime Slurry is a hydrated lime slurry produced as a by-product of the generation of acetylene, and delivered to a project in slurry form. Carbide lime slurry must meet the non-hazardous recyclable material requirements in DMS-11000.
- D. Quicklime.** Quicklime is a dry material consisting of calcium oxide. Quicklime may be furnished in either of two grades:
 - Grade DS is a grade of “pebble” quicklime suitable for either dry placing or for use in the preparation of slurry for wet placing.
 - Grade S is finely graded quicklime for use only in the preparation of slurry for wet placing.

Note—Apply lime as noted in the governing specifications.

6350.4. Quality Monitoring Program. DMS-6330 governs the Lime Quality Monitoring Program (LQMP) pre-qualification requests, pre-qualification requirements, quality monitoring requirements, disqualification, re-qualification, and sampling of lime sources. Only products in the LQMP will be allowed on Department projects.

6350.5. Material Producer List. The Materials & Pavements Section of the Construction Division (CST/M&P) maintains a material producer list of products conforming to the procedures and requirements of the LQMP. Materials are listed on the MPL entitled “[Lime](#).”

6350.6. Sampling and Testing. Sample and test lime in accordance with Tex-600-J.

6350.7. Material Requirements.**A. Chemical Requirements.**

Table 1
Chemical Requirements

	Hydrated Lime	Commercial Lime Slurry	Quicklime	Carbide Lime Slurry
Total “active” lime content, % by wt.	90.0 Min	87.0 Min		87.0 Min.
Unhydrated lime content, % by wt. CaO	5.0 Max		87.0 Min.	
“Free Water” content, % by wt. H ₂ O	5.0 Max			

B. Physical Requirements.

Table 2
Physical Requirements

	Hydrated Lime	Commercial Lime Slurry	Quicklime	Carbide Lime Slurry
Wet Sieve Requirement, As % by Weight Residue:				
Retained on No. 6 sieve	0.2 Max.	0.2 Max.	8.0 Max ¹	0.2 Max.
Retained on No. 30 sieve	4.0 Max.	4.0 Max.		4.0 Max.
Dry Sieve Requirement, As % by Weight Residue				
Retained on a 1-in. sieve			0.0	
Retained on a 3/4-in. sieve			10.0 Max.	
Retained on a No. 100 sieve			Grade DS – 80% Min. Grade S – no limits	
Retained on No. 6 sieve	0.2 Max.		8.0 Max. ¹	

1. The amount of total “active” lime content, as CaO, in the material retained on the No. 6 sieve must not exceed 2.0% by weight of the original quicklime.

6350.8. Archived Versions. Archived versions are available.

300.2 to 300.2

Table 6
Special-Use Cutback Asphalt

Property	Test Procedure	Type-Grade					
		MC-2400L		SCM I		SCM II	
		Min	Max	Min	Max	Min	Max
Kinematic viscosity, 140°F, cSt	T 201	2,400	4,800	500	1,000	1,000	2,000
Water, %	T 55	–	0.2	–	0.2	–	0.2
Flash point, T.O.C., °F	T 79	150	–	175	–	175	–
Distillation test:	T 78						
Distillate, percentage by volume of total distillate to 680°F							
to 437°F		–	–	–	–	–	–
to 500°F		–	35	–	0.5	–	0.5
to 600°F		35	80	20	60	15	50
Residue from distillation, volume %		78	–	76	–	82	–
Tests on distillation residue:							
Polymer			SBR		–		–
Polymer content, % (solids basis)	Tex-533-C	2.0	–	–	–	–	–
Penetration, 100 g, 5 sec., 77°F	T 49	150	300	180	–	180	–
Ductility, 5 cm/min., 39.2°F, cm	T 51	50	–	–	–	–	–
Solubility in trichloroethylene, %	T 44	99.0	–	99.0	–	99.0	–

- D. Emulsified Asphalt.** Emulsified asphalt must be homogeneous, not separate after thorough mixing, and meet the requirements for the specified type and grade in Tables 7, 8, 9, and 10.

Table 7
Emulsified Asphalt

Property	Test Procedure	Type-Grade											
		Rapid-Setting		Medium-Setting				Slow-Setting					
		HFRS-2	MS-2	AES-300	SS-1	SS-1H	Min	Max	Min	Max	Min	Max	
Viscosity, Saybolt Furol 77°F, sec. 122°F, sec.	T 72	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
		150	400	100	300	75	400	20	100	20	100	20	100
Sieve test, %	T 59	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1
Miscibility	T 59	Pass	Pass	Pass	Pass	Pass							
Cement mixing, %	T 59	Pass	Pass	Pass	Pass	Pass							
Coating ability and water resistance: dry aggregate/after spray wet aggregate/after spray	T 59	Good	Fair	Good	Fair	Good	Fair	Good	Fair	Good	Fair	Good	Fair
Demulsibility, 35 ml of 0.02 N CaCl ₂ , %	T 59	50	30	30	30	30	30	30	30	30	30	30	30
Storage stability, 1 day, %	T 59	1	1	1	1	1	1	1	1	1	1	1	1
Freezing test, 3 cycles ¹	T 59	Pass	Pass	Pass	Pass	Pass							
Distillation test: Residue by distillation, % by wt. Oil distillate, % by volume of emulsion	T 59	65	65	65	65	65	65	65	65	65	65	65	65
Tests on residue from distillation: Penetration, 77°F, 100 g, 5 sec. Solubility in trichloroethylene, % Ductility, 77°F, 5 cm/min., cm Float test, 140°F, sec.	T 49 T 44 T 51 T 50	100 97.5 100 1,200	140 97.5 100 1,200	120 97.5 100 1,200	160 97.5 100 1,200	300 97.5 100 1,200	300 97.5 100 1,200	120 97.5 100 1,200	160 97.5 100 1,200	70 97.5 80 -	100 97.5 80 -	100 97.5 80 -	100 97.5 80 -

1. Applies only when the Engineer designates material for winter use.

Table 8
Cationic Emulsified Asphalt

Property	Test Procedure	Type-Grade									
		Rapid-Setting		Medium-Setting		Slow-Setting					
		CRS-2 Min: Max	CRS-2H Min: Max	CMS-2 Min: Max	CMS-2S Min: Max	CSS-1 Min: Max	CSS-1H Min: Max				
Viscosity, Saybolt Furol 77°F, sec. 122°F, sec.	T 72	-	-	-	-	-	-	-	-	-	-
		150-400	150-400	100-300	100-300	20-100	20-100	-	-	-	-
Sieve test, %	T 59	-	0.1	-	0.1	-	0.1	-	0.1	-	0.1
Cement mixing, %	T 59	-	-	-	-	-	-	-	2.0	-	2.0
Coating ability and water resistance: dry aggregate/after spray wet aggregate/after spray	T 59	-	-	Good/Fair	Good/Fair	-	-	-	-	-	-
		-	-	Fair/Fair	Fair/Fair	-	-	-	-	-	-
Demulsibility, 35 ml of 0.8% sodium dioctyl sulfosuccinate, %	T 59	70	-	-	-	-	-	-	-	-	-
		-	70	-	-	-	-	-	-	-	-
Storage stability, 1 day, %	T 59	-	1	-	1	-	1	-	1	-	1
Particle charge	T 59	Positive	Positive	Positive	Positive	Positive	Positive	Positive	Positive	Positive	Positive
Distillation test: Residue by distillation, % by wt. Oil distillate, % by volume of emulsion	T 59	65	-	65	-	65	-	65	-	60	-
		-	65	-	65	-	65	-	60	-	60
Tests on residue from distillation: Penetration, 77°F, 100 g, 5 sec. Solubility in trichloroethylene, % Ductility, 77°F, 5 cm/min., cm	T 49	120	160	70	110	120	200	300	-	120	160
	T 44	97.5	-	97.5	-	97.5	-	97.5	-	97.5	-
	T 51	100	-	80	-	100	-	100	-	100	-

**Table 9
Polymer-Modified Emulsified Asphalt**

Property	Test Procedure	Type-Grade											
		Rapid-Setting			Medium-Setting			Slow-Setting					
		RS-1P Min	HFRS-2P Min	AES-150P Min	AES-300P Min	AES-300S Min	SS-1P Min	RS-1P Max	HFRS-2P Max	AES-150P Max	AES-300P Max	AES-300S Max	SS-1P Max
Viscosity, Saybolt Furol 77°F, sec. 122°F, sec.	T 72	-	-	75	400	75	400	75	400	30	100	-	-
Sieve test, %	T 59	-	0.1	-	0.1	-	0.1	-	0.1	-	0.1	-	0.1
Miscibility	T 59	-	-	-	-	-	-	-	-	-	-	-	Pass
Coating ability and water resistance: dry aggregate/after spray wet aggregate/after spray	T 59	-	-	Good/Fair Fair/Fair	-	-							
Demulsibility, 35 ml of 0.02 N CaCl ₂ , %	T 59	60	-	-	-	-	-	-	-	-	-	-	-
Storage stability, 1 day, %	T 59	-	1	-	1	-	1	-	1	-	1	-	1
Breaking index, g	Tex-542-C	-	80	-	-	-	-	-	-	-	-	-	-
Distillation test: ¹ Residue by distillation, % by wt. Oil distillate, % by volume of emulsion	T 59	65	65	65	65	65	65	65	65	65	65	65	65
Tests on residue from distillation:		-	3	-	0.5	-	3	-	5	-	7	-	0.5
Polymer content, wt. % (solids basis)	Tex-533-C	-	3.0	-	-	-	-	-	-	-	-	-	3.0
Penetration, 77°F, 100 g, 5 sec.	T 49	225	300	150	300	300	300	300	300	300	300	100	140
Solubility in trichloroethylene, %	T 44	97.0	97.0	97.0	97.0	97.0	97.0	97.0	97.0	97.0	97.0	97.0	97.0
Viscosity, 140°F, poise	T 202	-	1,500	-	-	-	-	-	-	-	-	-	1,300
Float test, 140°F, sec.	T 50	-	1,200	-	1,200	-	1,200	-	1,200	-	1,200	-	50
Ductility ² , 39, 2°F, 5 cm/min., cm	T 51	-	55	-	55	-	55	-	55	-	55	-	55
Elastic recovery ² , 50°F, %	Tex-539-C	55	-	-	-	-	-	-	-	-	-	-	-
Tests on RTFO curing of distillation residue		-	-	50	-	50	-	50	-	50	-	30	-
Elastic recovery, 50°F, %	Tex-539-C	-	-	-	-	-	-	-	-	-	-	-	-

1. Exception to T 59: Bring the temperature on the lower thermometer slowly to 350°F. ±10°F. Maintain at this temperature for 20 min. Complete total distillation in 60 ±5 min. from the first application of heat.

2. HFRS-2P must meet one of either the ductility or elastic recovery requirements.

Table 10
Polymer-Modified Cationic Emulsified Asphalt

Property	Test Procedure	Type-Grade					
		Rapid-Setting				Slow-Setting	
		CRS-1P		CRS-2P		CSS-1P	
		Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol 77°F, sec. 122°F, sec.	T 72	–	–	–	–	20	100
Sieve test, %	T 59	–	0.1	–	0.1	–	0.1
Demulsibility, 35 ml of 0.8% sodium dioctyl sulfosuccinate, %	T 59	60	–	70	–	–	–
Storage stability, 1 day, %	T 59	–	1	–	1	–	1
Breaking index, g	Tex-542-C	–	80	–	–	–	–
Particle charge	T 59	Positive		Positive		Positive	
Distillation test: ¹ Residue by distillation, % by weight Oil distillate, % by volume of emulsion	T 59	65	–	65	–	62	–
		–	3	–	0.5	–	0.5
Tests on residue from distillation: Polymer content, wt. % (solids basis)	Tex-533-C	–	–	3.0	–	3.0	–
Penetration, 77°F, 100 g, 5 sec.	T 49	225	300	90	150	55	90
Viscosity, 140°F, poise	T 202	–	–	1,300	–	–	–
Solubility in trichloroethylene, %	T 44	97.0	–	97.0	–	97.0	–
Softening point, °F	T 53	–	–	–	–	135	–
Ductility, 77°F, 5 cm/min., cm	T 51	–	–	–	–	70	–
Ductility ² , 39.2°F, 5 cm/min., cm	T 51	–	–	50	–	–	–
Elastic recovery ² , 50°F, %	Tex-539-C	45	–	55	–	–	–

1. Exception to T 59: Bring the temperature on the lower thermometer slowly to 350°F ±0°F. Maintain at this temperature for 20 min. Complete total distillation in 60 ±5 min. from the first application of heat.

2. CRS-2P must meet one of either the ductility or elastic recovery requirements.

E. Specialty Emulsions. Specialty emulsions may be either asphalt-based or resin-based and must meet the requirements of Table 11.

DMS - 4600
HYDRAULIC CEMENT

EFFECTIVE DATE: JUNE 2011

4600.1. Description. This Specification establishes requirements and test methods for hydraulic cement and the Hydraulic Cement Quality Monitoring Program (HCQMP). Hydraulic cement is cement that sets and hardens by chemical interaction with water and that is capable of doing so under water. (Formerly DMS-4600, “Hydraulic Cement Quality Monitoring Program”.)

4600.2. Units of Measurements. The values given in parentheses (if provided) are not standard and may not be exact mathematical conversions. Use each system of units separately. Combining values from the two systems may result in nonconformance with the standard.

4600.3. Material Producer List. The Materials and Pavements Section of the Construction Division (CST/M&P) maintains the material producer list (MPL) of all materials conforming to the requirements of this Specification. Materials appearing on the MPL, entitled “[Hydraulic Cement](#),” require no further testing, unless deemed necessary by the Project Engineer or CST/M&P.

4600.4. Bidders’ and Suppliers’ Requirements. In most cases, hydraulic cement must be pre-qualified and accepted into the Hydraulic Cement Quality Monitoring Program (HCQMP) in accordance with the requirements listed in Articles 4600.5 and 4600.6 of this Specification.

In cases when using cement not on the HCQMP for a specific project, the Department will test the cement for compliance with Article 4600.6 of this Specification before allowing the material on the project. Submit two samples of at least 1 kg in size, corresponding mill certificates, and Material Safety Data Sheets to the Texas Department of Transportation, Construction Division, Materials and Pavements Section–Cement Laboratory (CP51), 9500 North Lake Creek Parkway, Austin, Texas 78717.

4600.5. Pre-Qualification Procedure.

A. Pre-Qualification Request. Submit a written request to participate in the HCQMP to the Texas Department of Transportation, Construction Division, Materials and Pavements Section (CP51), 125 East 11th Street, Austin, Texas 78701-2483.

Include 6 months of physical and chemical producer test data meeting ASTM C 150 or AASHTO M 85 requirements and a copy of the producer's Quality Control Program with the request.

B. Criteria for Acceptance. The producer or supplier must have a facility with a minimum storage capacity of 1,000 tons. The producer or supplier must have a laboratory of its own, or one contracted, that the Cement and Concrete Reference Laboratory (CCRL) inspects and approves to perform all tests required in Article 4600.6.

Meet one of the following criteria:

- Located within the State of Texas
- Located outside the State of Texas, but maintain an established terminal within Texas, through which all cement must pass
- Located outside the State of Texas and agree to reimburse the Department for all sampling expenses based on mileage and per diem costs for the Department personnel traveling outside the state, or direct costs of sampling and shipping when sampling is accomplished through third party agreements

C. Sampling and Testing. Sampling will be in accordance with Tex-300-D. Testing will be in accordance with the requirements of ASTM C 150 or ASTM C 595. Sampling is at the mutual convenience of the Department and the supplier.

The Department or a designated Department representative will take pre-qualification samples to place cements on the HCQMP. For cement not on the HCQMP, the Department will sample the hydraulic cement during the course of a project to ensure continued specification compliance. For cement on the HCQMP or approved for a specific project, producers will submit monthly samples at the beginning of each month for all certified cements. Monthly QM samples should be received by the 15th of each month. The Department reserves the right to conduct random sampling of materials for testing and to perform random audits of test reports.

Department representatives may sample material from the plant, terminal, transportation containers, and concrete plants to verify compliance with Article 4600.6.

D. Evaluation. CST/M&P will notify prospective bidders and suppliers after completion of material evaluation.

- 1. Qualification.** If approved for use by the Department, CST/M&P will accept the material to the HCQMP and add to the MPL.
- 2. Failure.** Producers not qualified under this Specification may not furnish materials for Department projects and must show evidence of correction of all deficiencies before reconsideration for qualification.

Costs of sampling and testing are normally borne by the Department; however, the costs to sample and test materials failing to conform to the requirements of this Specification are borne by the Contractor or supplier. The Director of CST/M&P will assess this cost at the time of testing.

Amounts due the Department will be deducted from monthly or final estimates on contracts or from partial or final payments on direct purchases by the State.

E. Reporting Requirements. For each type of cement on the HCQMP, submit:

- Monthly mill certificate that shows:
 - the cement meets the requirements of this Specification;
 - the minimum, maximum, and average values for equivalent alkalis obtained from quality control tests or a calculated value for maximum total alkali, based on a 95% confidence level; and
 - the average tricalcium aluminate (C₃A) content for Type III(MS) cement meets the requirements of ASTM C 150 Table 2.
- Written notification of changes in clinker source or other major production changes
- Annual test reports, if applicable, for:
 - ASTM C 563
 - ASTM C 1038
 - ASTM C 265
- Test reports, if applicable, for processing additions using ASTM C 465

F. Periodic Evaluation. The Department reserves the right to conduct random sampling of pre-qualified, certified materials for testing and to perform random audits of test reports. Department representatives may sample material from the manufacturing plant, the project site, and the warehouse. CST/M&P reserves the right to test samples to verify compliance with this Specification. In case of variance, the Department's tests will govern.

G. Disqualification. The Department may remove the producer or supplier from the HCQMP for any of the following reasons:

- Failure to supply cement to a Department project for a period of 1 year
- Failure to meet the reporting requirements of the HCQMP
- Failure of two consecutive samples to meet the material requirements of this Specification

H. Re-Qualification. To re-qualify to the HCQMP, submit a written request for re-qualification to the address in Sub Article 4600.5.A. Detail the corrections or changes made that warrant reinstatement. If approved, all costs of pre-qualification sampling must be borne by the supplier.

4600.6. Material Requirements. All types of cement must meet the requirements of ASTM C 150 or ASTM C 595, with the following additions and exceptions:

A. Additions to ASTM C 150. ASTM C 465 is required when:

- Adding 1% to 5% of an inorganic processing addition or an inorganic processing addition, such as fly ash or ground-granulated blast furnace slag. The control cement should be composed of either:
 - Clinker + organic grinding aid (with prior passing ASTM C 465) + gypsum, or

- Clinker + organic grinding aid (with prior passing ASTM C 465) + gypsum + limestone (with prior ASTM C 465 full or mortar/paste only – fineness tolerances not required)
- Adding 1% to 5% inorganic processing addition AND 1% to 5% limestone addition. The control cement should be composed of clinker + organic grinding aid (with prior passing ASTM C 465) + gypsum

A modified ASTM C 465 including the mortar/paste testing only (fineness tolerances not required) will be required when adding 1% to 5% limestone to a cement already containing an inorganic processing addition (with prior passing ASTM C 465). The control cement should be composed of either:

- Clinker + organic grinding aid (with prior passing ASTM C 465) + gypsum, or
- Clinker + organic grinding aid (with prior passing ASTM C 465) + gypsum + inorganic processing addition (with prior passing ASTM C 465 submitted prior to the effective date of this Specification)

For cements with limestone additions, report a corrected percent limestone to accurately reflect the total amount of limestone added. Report the difference between background/baseline loss on ignition (pre-limestone addition) and the total loss on ignition (after limestone addition) as the corrected percent limestone.

B. Additions to ASTM C 595.

1. **Type IP.** Type IP Portland-pozzolan cements must have a Class F fly ash pozzolan constituent between 20 and 40% by mass.
2. **Type IIIP.** Type IIIP Portland-pozzolan cements must meet all the requirements of a Type IP, with the following additions:
 - Type IIIP Portland-pozzolan cements must have a Class F fly ash pozzolan constituent between 25 and 40% by mass.
 - Type IIIP Portland-pozzolan cements must meet the requirements listed in Table 1.

Table 1
Compressive Strength Requirements for Type IIIP Cements

Item	Limit
1 day Compressive Strength, minimum psi	1890
3 day Compressive Strength, minimum psi	3780

3. **Type IS.** Type IS Portland blast-furnace slag cements must be Type IS (>35).

4600.7. Archived Versions. Archived versions are available.

514.5 to 520.2

drilled-shaft foundations; and excavation and embankment, equipment, labor, tools, and incidentals.

Unless shown on the plans as a bid item, asphalt concrete pavement used for lateral support will not be paid for directly but will be subsidiary to this Item.

ITEM 520**WEIGHING AND MEASURING EQUIPMENT**

520.1. Description. Provide weighing and measuring equipment for materials measured or proportioned by weight or volume.

520.2. Equipment. Provide certified scales, scale installations, and measuring equipment meeting the requirements of NIST Handbook 44, except that the required accuracy must be 0.4% of the material being weighed or measured.

Provide personnel, facilities, and equipment for checking the scales to the satisfaction of the Engineer. Check all weighing and measuring equipment after each move and at least once each 6 mo. or when requested.

Calibrate all scales using weights certified by the TDA or an equivalent agency approved by the Engineer. Provide a written calibration report from a scale mechanic for all calibrations. Cease plant operations during the checking operation. Do not use inaccurate or inadequate scales. When adjusting equipment, bring performance errors as close as practicable to zero.

Furnish sufficient certified weights to check the accuracy and sensitivity of the scales. Insulate scales against shock, vibrations, or movement of other operating equipment. On a daily basis, provide an automated ticket printout for each truckload of material where payment is determined by weight. Each loading ticket must show the ticket number, truck number, gross weight, tare weight, and net weight.

If required on the plans for materials paid for by the ton, provide a summary spreadsheet that lists separately the ticket number, truck number, gross weight, tare weight, net weight, overload weight, and payment weight amounts as shown in Table 1. Provide this spreadsheet:

- for each lot when materials are paid for in increments of sublots or lots and
- daily for other materials.

For all summary sheets, within 2 days of delivery of materials, provide the totals for net weight and overload amounts to be deducted. Include the overload deduction in the total amount reported for payment. Submissions are subject to verification by the Engineer.

Table 1
Example Spreadsheet

Ticket No.	Truck No.	Gross Wt.	Tare Wt.	Net Wt.	Overload Wt.	Payment Wt.
				Totals	Totals	Totals

Furnish leak-free weighing containers large enough to hold a complete batch of the material being measured.

- A. Truck Scales.** Furnish platform truck scales capable of weighing the entire truck or truck-trailer combination in a single draft.
- B. Aggregate Batching Scales.** Equip scales used for weighing aggregate with a quick adjustment at zero that provides for any change in tare. Provide a visual means that indicates the required weight for each aggregate.
- C. Suspended Hopper.** Provide a means for the addition or the removal of small amounts of material to adjust the quantity to the exact weight per batch. Ensure the scale equipment is level.
- D. Belt Scales.** Use belt scales for proportioning aggregate that are accurate to within 1.0% based on the average of 3 test runs, where no individual test run exceeds 2.0% when checked in accordance with Tex-920-K.
- E. Asphalt Material Meter.** Provide an asphalt material meter with an automatic digital display of the volume or weight of asphalt material. Verify the accuracy of the meter in accordance with Tex-921-K. When using the asphalt meter for payment purposes, ensure the accuracy of the meter is within 0.4%. When used to measure component materials only and not for payment, ensure the accuracy of the meter is within 1.0%.
- F. Liquid Asphalt Additive Meters.** Provide a means to check the accuracy of meter output for asphalt primer, fluxing material, and liquid additives. Furnish a meter that reads in increments of 0.1 gal. or less. Verify accuracy of the meter in accordance with Tex-923-K. Ensure the accuracy of the meter within 5.0%.

520.3 to 528.2

G. Particulate Solid and Slurry Additive Meters. Provide a means to check the accuracy of meter output for particulate solids (such as hydrated lime or mineral filler) and slurries (such as hydrated lime slurry). Ensure the accuracy of the meter within 5.0%.

520.3. Measurement and Payment. The work performed, materials furnished, equipment, labor, tools, and incidentals will not be measured or paid for directly, but will be subsidiary to pertinent Items.

ITEM 528

COLORED TEXTURED CONCRETE AND LANDSCAPE PAVERS

528.1. Description.

- A. Colored Textured Concrete.** Furnish and place colored textured concrete.
- B. Landscape Pavers.** Furnish and install landscape pavers.

528.2. Materials.

- A. Colored Textured Concrete.** Furnish materials in accordance with the following:
 - Item 420, “Concrete Structures”
 - Item 421, “Hydraulic Cement Concrete”
 - Item 440, “Reinforcing Steel.”

Use Type 1 cement of the same brand and source throughout the structure. Use coarse aggregate consisting of natural or crushed gravel and fine aggregate consisting of natural or manufactured particles conforming to Item 421, “Hydraulic Cement Concrete,” unless otherwise shown on the plans. Provide materials meeting gradation shown on the plans. Use Class A concrete unless otherwise shown on the plans.

Use approved dry-shake color hardener or integral concrete colorant shown on the plans. Provide colored wax as a curing membrane meeting the requirements of ASTM C 309 or as shown on the plans.

- B. Landscape Pavers.** Furnish materials in accordance with:
 - 1. Embankment.** Furnish embankment in accordance with Item 132, “Embankment.”

**COLLIN COUNTY**

OFFICE OF COUNTY AUDITOR
2300 Bloomdale Road • Suite 3100
McKinney, Texas 75071
(972) 548-4731 • Metro (972) 424-1460
Fax (972) 548-4696

Dear Vendor:

In order for Collin County to comply with Internal Revenue Service Guidelines, we are required to keep a W-9 on file for each vendor to whom we have remitted payment(s). Collin County is in the process of up dating their files.

Please complete the attached/faxed W-9 form and **fax** to (972) 548-4696 OR **mail** the original to 2300 Bloomdale Road, Suite 3100, McKinney, Tx 75071. Failure to do so may result in delay(s) of future payments.

Thank you in advance for your assistance in this matter.

Sincerely,

Jeffry May
Collin County Auditor

JM/pac

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.) Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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]

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

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:

SURETY

Printed/Typed Name

Title:

Company:

Address:

WITNESS

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 | _____

Title: _____

Company: _____

Address: _____ 5
6

WITNESS

SURETY

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____ 5
6

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

Name: _____

Address: _____ 5
6

Phone Number: _____

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

Revised

11/2008

CONFLICT OF INTEREST QUESTIONNAIRE	FORM CIQ
For vendor or other person doing business with local governmental entity	
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity 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 knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<p>1. Name of person who has a business relationship with local governmental entity.</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
<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 the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3. Name of local government officer with whom filer has employment or business relationship.</p> <div style="border: 1px solid black; height: 20px; width: 100%; text-align: center; margin: 10px 0;"> <p>Name of Officer</p> </div> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <div style="border: 1px solid black; height: 40px; width: 100%; margin-top: 10px;"></div>	





4.

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

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:

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

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

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, 2300 Bloomdale Road, Suite 3160, McKinney, Texas 75071, fax 972-548-4694 or email mrains@co.collin.tx.us.

We, the undersigned, have declined to bid on your IFB/RFP/RFI/RFQ# 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:

5

6

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 #2015-077 - ROAD MAINTENANCE, MICROSURFACING

Overall Bid Questions

There are no questions associated with this bid.