

Solicitation 2015-191

TIRE RUBBER MODIFIED EMULSION AND APPLICATION SERVICES

Bid designation: Public



Collin County

Bid 2015-191

TIRE RUBBER MODIFIED EMULSION AND APPLICATION SERVICES

Bid Number **2015-191**
 Bid Title **TIRE RUBBER MODIFIED EMULSION AND APPLICATION SERVICES**

Bid Start Date **In Held**
 Bid End Date **Jun 18, 2015 2:00:00 PM CDT**
 Question & Answer End Date **Jun 16, 2015 12:00:00 PM CDT**

Bid Contact **Matt Dobecka, CPPO, CPPB**
Functional Analyst
Collin County Purchasing
972-548-4103
mdobecka@co.collin.tx.us

Contract Duration **1 year**
 Contract Renewal **2 annual renewals**
 Prices Good for **90 days**
 Pre-Bid Conference **Jun 12, 2015 9:00:00 AM CDT**
Attendance is optional
Location: Collin County Public Works
700A Wilmeth Rd.
McKinney, TX 75069

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 **2015-191--01-01 - TRMSS: Vendor Performs work with County Provided Material**
 Quantity **2094874.2 square yard**
 Unit Price
 Delivery Location **Collin County**
No Location Specified
 Qty 2094874.2

Description

Collin County will provide materials and contractor will provide equipment and personnel to perform work. Price is per square yards of material laid.

Item **2015-191--01-02 · TRMSS: Turnkey Application**

Quantity **2094874.2 square yard**

Unit Price

Delivery Location **Collin County**

No Location Specified

Qty 2094874.2

Description

Bidder will provide materials, equipment, and personnel to perform work. Price per is per square yard for material and material laid.

Item **2015-191--02-01 · CRS-2TR: Vendor Performs work with County Provided Material**

Quantity **387200 square yard**

Unit Price

Delivery Location **Collin County**

No Location Specified

Qty 387200

Description

Collin County will provide materials and contractor will provide equipment and personnel to perform work. Price is per square yards of material laid.

Item **2015-191--02-02 · CRS-2TR: Turnkey Application**

Quantity **387200 square yard**

Unit Price

Delivery Location **Collin County**

No Location Specified

Qty 387200

Description

Bidder will provide materials, equipment, and personnel to perform work. Price per is per square yard for material and material laid.



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.

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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 TIRE RUBBER MODIFIED EMULSION AND APPLICATION SERVICES.

4.2 **PURPOSE:** The intended use/purpose for this Invitation For Bid is to describe the purchase and application of a Tire Rubber Modified Surface Sealer (TRMSS) and/or CRS-2TR on County roads.

4.3 **PRE-BID CONFERENCE:** A pre-bid conference will be held 9:00 a.m., Friday, June 12, 2015 at Collin County Public Works located at 700A Wilmeth Rd., McKinney, TX 75069. All prospective bidders are requested to have a representative present. It is the bidder's responsibility to review the site and documents to gain a full understanding of the requirements of the bid.

4.4 **TERM:** Provide for a term contract commencing on the date of the award and continuing through and including September 30, 2016 with the option to renew for an additional two (2) additional one (1) year terms.

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

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

4.7 **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. 2012. 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.

4.7.1 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

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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.

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

4.9 DELIVERY LOCATION: Locations for delivery will be stated on each purchase order.

4.10 TESTING: Testing may be performed at the request of Collin County, by an agent so designated by the County, without expense to Collin County.

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

4.12 APPROXIMATE USAGE: Collin County anticipates approximate usage of 2,094,874.20 square yards for the application of TRMSS and 387,200 square yards for the application of CRS-2TR on the roadways within Collin County. Approximate usage does not constitute an order, but only implies the probable quantity the County will use.

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

4.14 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.

4.15 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.

4.16 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

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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.

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

4.19 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.

4.20 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 forty-eight (48) hours prior to beginning work.

4.21 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

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clean-up. It shall also be the responsibility of the Contractor to coordinate construction with other contractors involved in this or adjacent projects.

4.22 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.

4.23 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.

4.24 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.

4.25 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.

4.26 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

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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.

4.27 **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.

4.28 **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.

4.29 **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. No work on Saturday, Sunday, or County Holidays will be permitted, unless approved by the Director of Public Works.

4.30 **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 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).

4.31 **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.

4.32 **SPECIFICATIONS AND GENERAL NOTES:** This project will require Contractor to provide and apply a tire rubber modified surface sealer which will be applied as a fog seal system on the roads shown in the plans (Attachment A).

4.32.1 The County shall designate a Road and Bridge employee as an inspector that will communicate with Contractor and inspect work done by the Contractor. The inspector will approve all work done by Contractor.

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4.32.2 The Contractor shall notify abutting property owners of upcoming fog seal operations by means of door hangers or first class mail. Notification shall be distributed at least forty-eight (48) hours prior to fog seal application.

4.32.3 Contractor will coordinate daily with the County for a listing of residences that have received advanced notice of fog seal operations. Contractor shall not begin fog seal operations on streets in which no advanced notice has been provided to the residents.

4.32.4 The day of the fog seal applications, all residences shall be informed by the Contractor that the application is about to occur and to relocate their vehicles if they anticipate needing to leave their home in the next 3-4 hours.

4.32.5 Contractor shall arrange the fog seal operations in such a manner as to avoid excessive inconvenience to the public.

4.32.6 Contractor shall not apply a fog seal the day before or the actual day that a street is to receive garbage, recycling or waste collection. Contractor shall research the applicable garbage, recycling or waste collection schedule for each street prior to bidding.

4.32.7 Care shall be exercised to prevent damage to all property in and around the construction zone.

4.32.8 Contractor shall be liable for the repair and restoration of any property damaged as a result of the Contractor's prosecution of work.

4.32.9 Contractor shall designate a responsible person for receiving and resolving damage claims from the public. This person must be available to receive calls during normal business hours every day, Monday through Friday, during the course of this project. Prior to beginning work, this person's name, mailing address and telephone number will be furnished to the County to be made available to persons who contact the Road and Bridge Department with claims.

This shall include but is not limited to, re-vegetation of all areas damaged or destroyed by construction. Contractor will be held liable and responsible for such areas until growth is reestablished to the satisfaction of the County.

Ornamental landscape plantings of trees, shrubs and grasses that are damaged or destroyed during construction shall be replaced with plant material of comparable size and quality approved by the County.

4.32.10 Contractor shall monitor and prevent its employees and any of its sub-contractors from urinating or defecating on property in, on or adjacent to the areas in which work is being performed.

4.32.11 A meeting will be held to discuss traffic control, traffic safety, construction sequences and materials prior to the start of construction. The Contractor shall provide the

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County with contact information for the superintendent over the projects for the duration of this contract.

4.32.12 Contractor shall coordinate all work schedules with the assigned inspector and update any changes to the schedule with the assigned inspector.

4.32.13 All materials required for each item of the project shall be provided by the Contractor and shall meet all specifications and guidelines in accordance with “Texas Standard Specifications For Construction And Maintenance Of Highways, Streets And Bridges 2004”

4.32.13.1 Asphalts, Oils and Emulsions ITEM 300 – Asphalts, Oils and Emulsions: For this project , Item 300, “Asphalts, Oils and Emulsions”, of standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this item are waived or changed hereby.

4.32.13.2 Article 300.2. Materials, Section D. Emulsified Asphalt is supplemented by the following:

Table 10
Polymer-Modified Cationic Emulsified Asphalt

Type-Grade	Test Procedure	Rapid Setting	
		CRS-2TR	
Property	Test Procedure	Min	Max
Viscosity, Saybolt Furol 77°F, sec. 122°F, sec.	T 72	- 150	- 500
Sieve Test, %	T 59	-	0.1
Demulsibility, 35 ml of 0.8% sodium dioctyl sulfosuccinate, %	T 59	40	-
Storage Stability, 1 day, %	T 59	-	1
Breaking Index, g	Tex-542-C	-	-
Particle Charge	T 59	positive	
Distillation Test: ¹ Residue by Distillation, % by wt. Oil Distillate, % by volume of emulsion	T 59	65 -	- 3
Tests on Residue from Distillation:		Tire Rubber	
Modifier type		5.0	-
Modifier Content, wt. % (solids basis)		90	150
Penetration, 77°F, 100 g, 5 sec.	T 49	-	-
Viscosity, 140°F, poise	T 202	-	-
Solubility in Trichloroethylene, %	T 44	98	-
Softening Point, °F	T 53	-	-
Ductility, 77°F, 5 cm/min., cm	T 51	40	-
Ductility ² , 39.2°F, 5 cm/min., cm	T 51	-	-
Elastic Recovery ² , 50°F, %	Tex-539-C	-	-

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¹Exception 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.

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

4.32.13.3 Article 300.2. Materials E. Specialty Emulsions. The first sentence is voided and replaced with the following: Specialty emulsions must contain a minimum of 10% tire rubber content and also must meet the requirements of Table 11A.

4.32.13.4 Article 300.2. Materials, E. Specialty Emulsions is supplemented by the following:

Table 11A
Hard Residue Surface Sealant

Property	Test Procedure	Min	Max
Viscosity, Krebs unit, 77°F, Krebs units	D 562	45	75
Softening point, °F	T 53 ¹	250	--
Uniformity	D 2939		Pass ²
Resistance to heat	D 2939		Pass ³
Resistance to water	D 2939		Pass ⁴
Wet flow, mm	D 2939	--	0
Resistance to Kerosene (optional) ⁵	D 2939		Pass ⁶
Ultraviolet exposure, UVA-340, 0.77 W/m ² , 50°C chamber, 8 hours UV lamp, 5 min spray, 3 hours 55 minutes condensation, 1000 hr total exposure ⁷	G 154		Pass ⁸
Abrasion loss, 1.6 mm thickness, liquid only, %	ISSA TB-100	--	1.0
Residue by evaporation, % by weight	D 2939	33	--
Tests on residue from evaporation:			
Penetration, 77°F, 100 g, 5 sec.	T 49	15	30
Flash point, Cleveland open cup, °F	T 48	500	
Tests on base asphalt before emulsification			
Solubility in trichloroethylene, %	T 44	98	--

1. Cure the emulsion in the softening point ring in a 200°F ± 5°F oven for 2 hr.
2. Product shall be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.
3. No sagging or slippage of film beyond the initial reference line.
4. No blistering or re-emulsification.
5. Recommended for airport applications or where fuel resistance is desired.
6. No absorption of Kerosene into the clay tile past the sealer film. Note sealer surface condition and loss of adhesion.
7. Other exposure cycles with similar levels of irradiation and conditions may be used with Department approval.
8. No cracking, chipping, surface distortion, or loss of adhesion. No color fading or lightening.

4.32.14 An abrasive fine aggregate shall be applied with the fog seal to all existing fine graded surfaces. Application of abrasives fine aggregate will not be paid for separately, but should be considered incidental to this item.

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4.32.15 Use emulsified asphalt of the type and grade shown on the plans that meet the plans requirements of item 300, "Asphalts, Oils and Emulsion". Provide water free of industrial wastes and other objectionable matter. Use a quality of emulsified asphalt in the mixture, expressed as a percentage of total volume, which meets the percentage shown on the plans or directed.

4.32.16 EQUIPMENT: Furnish the necessary facilities and equipment for determining the temperature of the mixture, regulating the application rate, and securing uniformity at the junction of 2 distributor loads.

4.32.16.1 All construction equipment involved in roadway work shall be equipped with permanently mounted three-hundred-sixty (360) degree revolving or strobe warning light with amber lens. The light shall have a minimum lens height of five (5) inches. This light shall have a mounting height of not less than six (6) feet above the roadway surface and shall be visible from all sides. This equipment shall have attached at each side of the rear end of the vehicle an approved orange warning flag mounted not less than six (6) feet above the roadway surface.

4.32.16.2 Ensure equipment and materials are a minimum ten (10) feet from the edge of the traveled roadway during non-working hours.

4.32.16.3 Remove from the roadway and store in a central location approved by the County all temporary traffic control devices, such as cones, barrels, portable signs, vertical panels, etc., which will not be used in twenty-four (24) hours. This includes removal of temporary traffic control devices from the roadway over the weekend.

4.32.16.4 Contactor's equipment and vehicles shall not be maintained on site during construction, except at designated maintenance sites as approved by the County or the County employee assigned to the projects by the County.

4.33 CONSTRUCTION: Remove or protect existing raised pavement markers. Repair any damage incurred by removal as directed. Remove dirt, dust or other harmful material before sealing. Apply the mixture when the air temperature is 60 degrees Fahrenheit and above, or above 50 degrees Fahrenheit and rising. Measure the air temperature in the shade away from artificial heat. The County will determine when weather conditions are suitable for application. The County will select the application temperature within the limits recommended in Item 300, "Asphalts, Oils and Emulsions". Apply the material within 15 degrees Fahrenheit of the selected temperature. Adjust the shot width so operations do not encroach on traffic. Use paper or other approved material at beginning and end of echo shot to construct a straight transverse joint and prevent overlapping applied material. Use sufficient pressure to flare the nozzles fully. Distribute material at the rate shown on the plans or as directed. Do not apply asphalt to the roadways until traffic control methods and devices are in place as shown in the plans or as directed. Do not open the treated surface to traffic until directed by the County. When an excessive quantity of asphalt is applied, furnish and uniformly distribute clean, fine sand on the surface to blot the excess. Maintain ingress and egress as directed by applying sand to freshly sealed areas.

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This item will be measured by the gallon of specialty emulsified asphalt used in the specialty emulsified asphalt and water mixture.

4.33.1 The work performed and the materials furnished in accordance with this item and measured will be paid for at the unit price bid for fog seal of the type and grade specified. This price is full compensation for materials for materials, equipment, labor, tools and incidentals.

4.33.2 Work shall not be permitted without adequate traffic control devices in place.

4.34 TRAFFIC CONTROL PLAN: Project site traffic control shall be the sole responsibility of the contractor which includes the use of flag persons in accordance with the "2011 Texas Manual on Uniform Traffic Control Devices (MUTCD)".

4.34.1 Barricades and warning signs shall be placed in accordance with the requirements of Collin County and the 2011 Texas MUTCD.

4.34.2 The superintendent and person responsible for TCP compliance must be available by local telephone twenty-four (24) hours a day. The contractor's responsible person (CRP) must respond on the project to traffic control needs within thirty (30) minutes of being notified.

4.34.3 Contractor shall provide all traffic control measures to prosecute the work.

4.34.4 Contractor shall assign at least one competent employee to each road that has received a fog seal application but has not yet been opened to traffic. This employee will ensure that traffic does not drive on the non cured fog seal. Traffic control suitable methods shall be used by the Contractor to protect the fog seal from all types of vehicular traffic without damage. Opening to traffic does not constitute acceptance of the work. The County shall be notified of the methods to be used.

4.34.5 In areas which are subject to an increased rate of sharp turning vehicles, additional time may be required for a more complete cure of the fog seal mat to prevent damage. Slight tire marks may be evident in these areas after opening but will diminish over time with rolling traffic. If these areas are not severely rutted, they should be considered as normal characteristics of a fog seal and should be accepted.

4.34.6 The Contractor will be required to maintain a minimum of one through lane in each direction during daylight hours, on all roadways, except with the written approval by the assigned inspector.

4.34.7 Two lane roadways shall use single lane traffic control, which will require the use of flagmen. This shall not be paid for directly, but shall be considered subsidiary to bid item emulsified fog seal.

4.34.8 Qualify all flaggers used on this project to perform flagging duties as specified in the plans. Provide a list of qualified flaggers prior to beginning any road work activities which require flagging. Provide any modifications to the County. Provide flaggers with a

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slow stop paddle in lieu of the standard flag and with an approved flagging vest and hard hat.

4.35 Perform all construction work in daylight hours unless the County approves nighttime work in writing. Remove all construction equipment from the road thirty (30) minutes prior to sunset and determined by NOAA.

**SIGNATURE FORM
COLLIN COUNTY, TEXAS**

DELIVERY

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 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?

REFERENCES

List at least three (3) companies or governmental agencies where these same/like products /services, as stated herein, have been provided.

Company/Entity:		Contact:	
Address:		City/State/Zip:	
Phone:		E-mail:	

Company/Entity:		Contact:	
Address:		City/State/Zip:	
Phone:		E-mail:	

Company/Entity:		Contact:	
Address:		City/State/Zip:	
Phone:		E-mail:	

COOPERATIVE CONTRACTS

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 inter-local 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

BIDDER ACKNOWLEDGEMENT

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.

Legal Company Name	
Doing Business As (DBA)	
Street Address of Principal Place of Business	
City, State, Zip	
Phone of Principal Place of Business	
Fax of Principal Place of Business	
E-mail Address of Representative	
Federal Identification Number	
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	
Authorized Representative Title	
Signature (Required for paper bid submission)	
Date	

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

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:

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p style="text-align: center;">This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p style="text-align: center;">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;"> Name of Officer </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

Question and Answers for Bid #2015-191 - TIRE RUBBER MODIFIED EMULSION AND APPLICATION SERVICES

Overall Bid Questions

There are no questions associated with this bid.