



**Services and Materials:
Erosion Control and Hydro-Mulch**

2016-021

**Collin County
Attn: Carol Magers
2300 Bloomdale Road, Ste. 3160
McKinney, TX 75071**

(P) 972-548-4119 (F) 972-548-4694

LEGAL NOTICE

By order of the Commissioners' Court of Collin County, Texas, bids will be received by the County Purchasing Agent until **2:00 P.M., Thursday, March 10, 2016** for competitive bids on **Services and Materials: Erosion Control and Hydro-Mulch, (Ref. IFB No. 2016-021)**. Bidders should use unit pricing. **Note: A Pre-Bid Conference will be held on Wednesday, March 2, 2016, at 9:00 A.M. at Collin County Public Works, 700A Wilmeth Rd., McKinney TX, 75069.** Contractor must furnish a Payment Bond within ten (10) consecutive calendar days following award of contract. Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. Bidders may secure copies of the Bidding Documents at <https://collincountytx.ionwave.net> . Bids will be opened by the Purchasing Agent in the Purchasing Conference Room, Collin County Administration Building, 2300 Bloomdale Road, Suite 3160, McKinney TX, 75071 on **Thursday, March 10, 2016 at 2:00 P.M.** The Commissioners' Court reserves the right to reject any and all bids.

ATTENTION: CLASSIFIEDS

**BILL TO: ACCOUNT NO 06100315-000
COMMISSIONERS' COURT**

NOTICE TO PUBLISHERS: Please publish in your issue on **Thursday, February 18, 2016 and Thursday, February 25 2016**. A copy of this notice and the publisher's affidavit must accompany the invoice when presented for payment.

**NEWSPAPER: Plano Star Courier
February 15, 2016**

Collin County, Texas

Bid Information

Bid Owner Carol Magers Buyer II
 Email cmagers@co.collin.tx.us
 Phone (972) 548-4119
 Fax (972) 548-4694
 Bid Number 2016-021
 Title Services and Materials: Erosion Control and Hydro-Mulch
 Bid Type IFB
 Issue Date 02/15/2016
 Close Date 3/10/2016 2:00:00 PM Central

Contact Information

Address 2300 Bloomdale Rd.
 Ste. 3160
 McKinney, TX 75071
 Contact Carol Magers Buyer II
 Department Purchasing
 Building Admin. Building
 Floor/Room Ste.3160
 Telephone (972) 548-4119
 Fax (972) 548-4694
 Email cmagers@co.collin.tx.us

Ship to Information

Address See Purchase Order
 McKinney, TX 75071
 Contact
 Department
 Building
 Floor/Room
 Telephone
 Fax
 Email

Supplier Information

Company Name _____
 Contact Name _____
 Address _____

 Telephone _____
 Fax _____
 Email _____
 Signature _____

Supplier Notes

 Date ____ / ____ / ____

Bid Notes

Annual Contract for Erosion Control and Hydro-Mulch Services and Materials

Bid Activities

Date	Name	Description
2/26/2016 5:00:00 PM	Intent to Bid	Do you plan to submit a bid?
3/2/2016 9:00:00 AM	Pre-Bid Meeting	A pre-bid conference will be held 9:00 a.m., Wednesday, March 2, 2016 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 documents to gain a full understanding of the requirements of the bid.
3/3/2016 5:00:00 PM	Questions and Answers Cutoff	

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	LEGAL NOTICE 2-15-2016.doc	Legal Notice
Header	General Instructions_Bid.docx	General Instructions_Bid
Header	Terms of Contract_Bid.docx	Terms of Contract_Bid

Header	Insurance updated 1-26-2015.doc	Minimum Insurance Requirements
Header	Specifications 2016-021.doc	Specifications
Header	Payment Bond.pdf	Payment Bond
Header	CIQ_113015.pdf	Conflict of Interest Questionnaire
Header	W9_2014.pdf	W-9

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Normal delivery time (in working days)		_____ (Required)
2	Expedited delivery time (in working days)		_____ (Required)
3	Cost, if any, for expedited delivery		\$ _____ (Optional)
4	Discount for related services	State the percentage discount (if any) for any related service	_____ % (Optional)
5	Discount for sediment or erosion control materials not listed	State the percentage discount for sediment or erosion control materials not listed	_____ % (Optional)
6	Exceptions	Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions. Valid Responses: [Please Select], Yes, No	_____ (Required)
7	Insurance	I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.	_____ (Required)
8	Subcontractors	State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".	_____ (Required)
9	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	_____ (Required)

entities to participate in this contract, if awarded, under the same terms and conditions?

Valid Responses: [Please Select], Yes, No

10 Preferential Treatment

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). _____ (Required)

1. Is your principal place of business in the State of Texas?

2. If your principal place of business is not in Texas, in which State is your principal place of business?

3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?

4. If your state favors resident bidders, state by what dollar amount or percentage.

11 Debarment Certification

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. _____ (Required)

Please initial.

12 Immigration and Reform Act

I 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. _____ (Required)

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 by Collin County.

Please initial.

13 Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. _____ (Required)

Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

Please initial.

- 14 Disclosure of Certain Relationships _____ (Required)
- Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor.
- By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
- Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.
- Please initial.
- 15 Notification Survey _____ (Required)
- In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165.
- How did you receive notice of this request?
Valid Responses: [Please Select], Plano Star Courier, Plan Room, Collin County eBid Notification, Collin County Website, Other
- 16 Bidder Acknowledgement _____ (Required)
- Bidder acknowledges, understands the specifications, any and all addenda, and agrees to the bid terms and conditions and can provide the minimum requirements stated herein. Bidder 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 submittal resulting from Bidder's failure to do so. Bidder acknowledges the prices submitted in this Bid have been carefully reviewed and are submitted as correct and final. If Bid is accepted, vendor further certifies and agrees to furnish any and all products upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid.
- Please initial.

Line Items

#	Qty	UOM	Description	Response
1	5,000	linear foot	Erosion Control Services - Silt fence, wire support with metal "T" post every six (6) feet. Price per LF installed.	\$_____

Item Notes: State linear foot price for metal "T" post installed.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Material cost for item one, not installed	Please state cost for materials for item one, not installed. Approximately 250 linear feet (estimated).	\$_____ (Required)

2	5,000	linear foot	Erosion Control Services - Silt fence, wire support with metal "T" post every six (6) feet. Price per LF if installed by hand	\$_____
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Item Notes: State linear foot price for metal "T" post installed by hand

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Material cost for item one, not installed	Please state cost for materials for item one, not installed. Approximately 250 linear feet (estimated).	\$_____ (Required)

3	500	hour	Erosion Control Services - Labor for repairs to existing erosion control. Price per person, per hour.	\$_____
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Item Notes: State hourly rate for repairs to existing erosion control, approximately 500 hours

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Minimum labor charges (if any) per person/per hour		\$_____ (Optional)

4	2,000	linear foot	Erosion Control Services - Rock Berm, 20 ga. galvanized wire, 2" to 4" dia. rock. Price per LF installed. Rock provided by vendor.	\$_____
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Item Notes: State linear foot price for rock berm installed with rock provided by vendor. Quantities are estimated

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Rock Berm Installed with rock provided by Collin County	State linear foot price for rock berm installed with rock provided by Collin County. Approximately 1,500 Linear feet (estimated)	\$_____ (Required)

2 Materials for item three, not installed Please state cost for materials for item three, not installed \$ _____
(Required)

5 1,000 square yard Erosion Control Services - Erosion Mat and staples, Straw with double sided netting, include seasonal seeding. Price per SY installed. \$ _____

Item Notes: State square yard price for erosion mat, straw, installed. Quantities are estimated

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Materials for item five, not installed	State square yard price for materials for item five, not installed. Estimated quantity is 100 SY.	\$ _____ (Required)
2	Summer/Winter Seed Blends	Summer blend: Bermuda/Millet - 40 lb. Bermuda and 100 lb. Millet per acre. Winter blend: Rye/Wheat - 100 lb. Rye and 100 lb. Wheat per acre.	(No Response Required)

6 1,000 square yard Erosion Control Services - Erosion Mat and staples, American Excelsior Curlex, or TxDOT approved equal, with double side netting, include seasonal seeding. Price per SY installed. \$ _____

Item Notes: State square yard price for erosion mat, American Excelsior Curlex or TxDOT approved equal, installed. Quantities are estimated

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Materials for item four, not installed	State square yard price for materials for item four, not installed. Estimated quantity is 100 SY.	\$ _____ (Required)
2	Summer/Winter Seed Blends	Summer blend: Bermuda/Millet - 40 lb. Bermuda and 100 lb. Millet per acre. Winter blend: Rye/Wheat - 100 lb. Rye and 100 lb. Wheat per acre.	(No Response Required)
3	Brand Bid	Please state the brand bid.	_____ (Required)

7 1,000 linear foot Erosion Control Services - Sediment Control Logs, Straw, 9" diameter supported by post every four (4) feet. Price per LF installed. \$ _____

Item Notes: State linear foot price for sediment control logs installed. Quantities are estimated.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Materials for item seven, not installed	State price for material for item seven, not installed. Approximately 100 linear feet. Quantities are estimated.	\$ _____ (Required)

8 1,000 linear foot Erosion Control Services - Sediment Control Logs, Straw, 12" diameter supported by post every four (4) feet. Price per LF installed. \$ _____

Item Notes: State linear foot price for sediment control logs (straw), 12" diameter, installed.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State price for materials, not installed	State price for material for item eight, not installed. Approximately 100 linear feet. Quantities are estimated.	\$ _____ (Required)

9 1,000 square yard Erosion Control Services - Erosion Mat and staples, 12 oz. Permanent Turf Reinforcement Mats (TRM) with double sided netting, include seasonal seeding. Price per SY installed. \$ _____

Item Notes: State square yard price for erosion mat and staples, 12 oz., permanent turf replacement mats, installed.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State price for materials, not installed	State price for materials for item nine, not installed. Approximately 100 square yards. Quantities are estimated.	\$ _____ (Required)
2	Summer/Winter Seed Blends	Summer blend: Bermuda/Millet - 40 lb. Bermuda and 100 lb. Millet per acre. Winter blend: Rye/Wheat - 100 lb. Rye and 100 lb. Wheat per acre.	(No Response Required)

10 1,000 linear foot Erosion Control Services - Sediment Control Logs, American Excelsior or TxDOT approved equal, 9" diameter supported by post every four (4) feet. Price per LF installed. \$ _____

Item Notes: State linear foot price for Sediment Control Logs, American Excelsior or TxDOT approved equal, 9" diameter, installed.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State price for materials, not installed	State price for materials for item ten, not installed. Approximately 100 linear feet. Quantities are estimated.	\$ _____ (Required)
2	Brand Bid	Please state the brand bid.	_____ (Required)

11 1,000 linear foot Erosion Control Services - Sediment Control Logs, American Excelsior or TxDOT approved equal, 12" diameter supported by post every four (4) feet. Price per LF installed. \$ _____

Item Notes: State linear foot price for Sediment Control Logs, American Excelsior or TxDOT approved equal, 12" diameter, installed.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	State price for materials, not installed	State price for materials for item ten, not installed. Approximately 100 linear feet. Quantities are estimated.	\$ _____ (Required)
2	Brand Bid	Please state the brand bid.	_____ (Required)

12 1 square foot Organic Erosion Control Services - Erosion Control Mulch Blankets (100% Mulch), Depth 2" unseeded, installed. \$ _____

Item Notes: State square foot price installed.

Supplier Notes: _____

13 1 square foot Organic Erosion Control Services - Mulch Filter Berms and Check Dams (100% Mulch), 3 ft. high X 5 ft. wide unseeded, installed. \$ _____

Item Notes: State linear foot price installed.

Supplier Notes: _____

14 1,000 square foot Hydromulch Services - 30 lbs. cellulose paper mulch, 2 lbs. hulled Bermuda seed 95/85, 10 lbs. homogenized fertilizer 13-13-13. \$ _____

Tackafier (Tac). Brand and quantity to be determined by vendor. Tac will be required to hold mixture together.

Pricing should be based on good, level soil. Watering requirements should not be included in your pricing as requirements may change with each job. Must maintain grass until 80% germination.

Item Notes: State square foot price installed. Quantity is estimated.

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Guarantee Information	Watering requirements, if any, must be stated. Warranty should be priced based on bidder applying water and water applied by Collin County.	_____ (Required)
2	Minimum site visit charges (if any) per visit		\$ _____ (Optional)

15 1 bag Fiber - 100% Pure Wood Mulch \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Bag size	State the bag size.	_____ (Required)

16 1 bag Fiber - Wood with Tac \$_____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Bag size	State the bag size.	_____ (Required)

17 1 bag Fiber - Hydro blanket \$_____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Bag size	State the bag size.	_____ (Required)

18 1 bag Fiber - Wood cellulose fiber \$_____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Bag size	State the bag size.	_____ (Required)

19 1 bag Fiber - Guar tacking agent \$_____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Bag size	State the bag size.	_____ (Required)

20 1 bag Seed - Hulled Bermuda \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Bag size	State the bag size.	_____ (Required)

21 1 bag Seed - Unhulled Bermuda \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Bag size	State the bag size.	_____ (Required)

22 1 bag Seed - Winter wheat \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Bag size	State the bag size.	_____ (Required)

23 1 cubic yard Topsoil, delivered \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Minimum quantity per delivery	State the minimum quantity per delivery, if any.	_____ (Optional)

24 1 cubic yard Topsoil, picked-up \$ _____

Manufacturer: Manufacturer #:

Supplier Notes: _____

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Minimum quantity per pick-up	State the minimum quantity per pick-up, if any.	_____ (Optional)

25 1 square yard Sod, Rolled: Use rolled sod free from noxious weeds, Johnson grass, other grasses, or any matter deleterious to the growth and subsistence of the sod. \$_____

Item Notes: State square yard price installed.

Supplier Notes: _____

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder: refers to submitter.

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

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder.

1.0.1.4 IFB: refers to Invitation For Bid.

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

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 ionWave Technologies, Inc. (Collin County eBid) 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 may not be withdrawn or canceled by the bidder 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 for any or all products and/or services covered in an Invitation For Bid (IFB), 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 submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB 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 may be submitted in electronic format via Collin County eBid.

1.9 All Invitation For Bids (IFB) submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation for Bids (IFB) submitted in hard copy paper form. IFB's received in the Collin 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 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, 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 Collin County eBid.

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. **Collin County eBid** <https://collincountvtx.ionwave.net/>, 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 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.17 Bidders taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder shall state these exceptions in the section provided in the IFB 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: A prospective Bidder 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 ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with it's preparation of an IFB.

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 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, 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 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 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 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 price. All components required to render the item complete, installed and operational shall be included in the total bid 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 Homeland Security 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 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 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 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. Coverage must be written on occurrence form.

- Each Occurrence: \$1,000,000
- Personal Injury & Adv. Injury: \$1,000,000
- Products/Completed Operation Aggregate: \$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 which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.

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

3.1.4 **Professional/Errors & Omissions Liability** insurance with a two (2) year extended reporting period. If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

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

3.1.5 **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:

3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.

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

- 3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
 - 3.2.4 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.
 - 3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.
- 3.3 All insurance shall be purchased from an insurance company that meets the following requirements:
- 3.3.1 A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.
- 3.4 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:
- 3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - 3.4.2 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 IFB 2016-021, Services and Materials: Erosion Control and Hydro-Mulch.

4.2 **PURPOSE:** The intended use/purpose for this Invitation For Bid is to describe erosion control and hydro-mulch services for Collin County roads.

4.3 **PRE-BID CONFERENCE:** A pre-bid conference will be held 9:00 a.m., Wednesday, March 2, 2016 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 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.

4.4.1 **TRANSITIONAL PERIOD:** Upon normal completion of this contract, not to include termination for default, and in the event that no new contract has been awarded by the original expiration date of the existing contract including any extension thereof, it shall be incumbent upon the Vendor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the original expiration date of the existing contract and any extension thereof.

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. 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.

4.7.1 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 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: Individual Purchase Orders (PO) will identify the associated time of performance. For each PO the Contractor shall, within five days after the Notice to Proceed for the PO, prepare and submit for approval to the County one copy of the schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the salient features of the work (including ordering materials and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the County may withhold approval of progress payments until the Contractor submits the required schedule.

The Contractor shall enter the actual progress on the chart as directed by the County's Representative, and upon doing so shall immediately deliver electronic copies of the annotated schedule to the County. If, in the opinion of the County, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the County's Representative, without additional cost to the County. In this circumstance, the County's Representative may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the County's Representative deems necessary to demonstrate how the approved rate of progress will be regained.

Failure of the Contractor to comply with the requirements of the County's Representative under this clause shall be grounds for a determination by the County's Representative that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the DO. Upon making this determination, the County's Representative may terminate the Contractor's right to proceed with the work, or any separable part of the work in the contract. This project is proposed as a multi-year project with a base year and up to four one-year extensions. Multiple Delivery Orders may be issued throughout each performance year. Each Delivery Order will include a specific duration with completion dates. The times will be established in coordination with the contractor based on the scope and priority of the work as established by the County.

4.9 SERVICE LOCATION: Locations for maintenance 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: Approximate usage is noted on each line item of the bid. 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 BONDS: The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, a 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.

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 RESERVATION OF RIGHTS: Collin County reserves the right to solicit separate bids for all individual projects that exceed \$100,000.00.

SECTION I – GENERAL SPECIFICATIONS

4.17 GENERAL REQUIREMENTS: Collin County is soliciting bids from Contractors to provide general erosion control and hydro-mulch services in accordance with the terms, conditions and requirements generally set forth in this Invitation for Bids (IFB). The County is looking for a qualified contractor with experience and proven past performance providing erosion control and hydro-mulch services as required by Collin County Public Works staff. The bid shall include all labor, materials, and equipment to provide the defined service.

4.18 PERFORMANCE REQUIREMENTS: The contractor shall comply with the 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, specifically items 162, 164, and 169, and Collin County Standard Specifications requirements in addition to all local, state and federal requirements.

4.19 INQUIRIES AND INTERPRETATIONS: Responses to written inquiries which directly affect an interpretation or change to this IFB will be issued in writing by the County as an addendum and posted to Collin County eBid. All such addenda issued by the County prior to the time that bids are received will be considered part of the IFB, and the responding Contractor will be required to consider and acknowledge receipt of each addendum in its bid.

4.20 TAXES: All bids are required to be submitted without State Sales tax. Collin County is exempt from payment of such taxes and a Tax Exemption Certificate will be executed for the successful bidder.

4.21 KNOWLEDGE OF CONDITIONS: Before submitting a bid, each Contractor will be responsible for making all investigations and examinations that are necessary to ascertain

conditions affecting the requirements of this IFB. Failure to make the necessary examinations or investigations will not relieve the responding Contractor from its obligation to comply, in every detail, with all provisions and requirements of this IFB.

4.22 INDEMNIFICATION: Responding Contractors will indemnify and hold harmless the County from any liability, claims, suits, actions, causes of action, costs, expenses, charges or fees, including attorney's fees, for injury to any person (including death) or damage to or destruction of any property; and, any act of omission of Contractor, its contractors, subcontractors, suppliers, or agents, in connection with or arising out of, whether directly or indirectly, any agreement arising from this request for bids.

4.23 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.

4.24 RESOLUTION OF DISPUTES: Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, Contractor agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the parties will first attempt to resolve the Claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the Claim shall be delivered by the Contractor to the County within one-hundred eighty (180) days after the date of the event giving rise to the Claim, which notice shall request a written response to be delivered to the Contractor not less than fourteen (14) business days after receipt of the notice of Claim; (ii) if the response does not resolve the Claim, in the opinion of the Contractor, the Contractor shall give notice to that effect to the County whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the Claim; (iii) if those persons cannot or do not resolve the Claim, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the Claim.

4.25 MATERIAL AND WORKMANSHIP: All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the County, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

The Contractor shall obtain the County's approval of the materials, and equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the County the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the equipment. When required by this contract or by the County, the Contractor shall also obtain the County's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping

charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

All work under this contract shall be performed in a skillful and workmanlike manner. The County may require, in writing, that the Contractor remove from the work any employee the County deems incompetent, careless, or otherwise objectionable.

The apparent silence of these specifications 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 these specifications shall be made on the basis of this statement.

4.26 **WARRANTIES:** In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall not limit the County's rights with respect to latent defects, gross mistakes, or fraud.

This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the County takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the County takes possession.

The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to County -owned or controlled real or personal property, when that damage is the result of:

- The Contractor's failure to conform to contract requirements; or
- Any defect of equipment, material, workmanship, or design furnished.

The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

The County shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the County shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

- Obtain all warranties that would be given in normal commercial practice;
- Require all warranties to be executed, in writing, for the benefit of the County, if directed by the County's Representative; and
- Enforce all warranties for the benefit of the County, if directed by the County's Representative.

4.27 **CLEANING:** Clean all work areas of trash and debris and haul off daily. Clean-up of all areas affected by the project will be the Contractor's responsibility. Facilities are to be suitable for conducting business each day. The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the County.

4.28 **ACCIDENT PREVENTION:** The Contractor shall provide and maintain work environments and procedures which will:

- 4.28.1 Safeguard the public and County personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
- 4.28.2 Avoid interruptions of Government operations and delays in project completion dates;
- 4.28.3 Control costs in the performance of this contract.
- 4.28.4 Provide appropriate safety barricades, signs, and signal lights;
- 4.28.5 Comply with the local, state and federal standards; and
- 4.28.6 Ensure that any additional measures the County's Representative determines to be reasonably necessary for the purposes are taken.
- 4.28.7 All employees equipment used on the project shall be clearly identified with the contractor's name and LOGO. Subcontractor equipment shall also be similarly marked.

Whenever the County's Representative becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or County personnel, the County's Representative shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the County's Representative may order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

4.29 **RELOCATING OR REPLACING UTILITIES:** Unless noted, 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.

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

4.31 **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.

4.32 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.

4.33 EXAMINATION OF SITE BEFORE WORK: 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.

4.34 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.

4.35 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.

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.

4.36 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.

4.37 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.

4.38 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.

4.39 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.

4.40 HOURS OF WORK: All work shall be done between the hours of 7:30 a.m. and 3:30 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.

4.41 MANDATORY SUBMITTAL REQUIREMENTS:

4.41.1 Provide a signed Letter of Interest including a narrative describing the Contractor's unique qualifications to provide services as requested for the County;

4.41.2 Statement about the availability and commitment of the Contractor, including all team members and key personnel who will provide services for the County;

4.42 PROGRAM MANAGEMENT ORGANIZATION AND RESUMES:

4.42.1 Provide an organizational chart showing the roles of the key team members that will be assigned to the County's projects;

4.42.2 Provide resumes giving the experience and expertise of the team members that will be involved with the County's projects, including each one's experience with similar public sector projects;

4.42.3 The PM must have at least 5 years of successful experience in similar roles and with public entities; and

4.42.4 The Superintendent must have at least 5 years of successful experience in similar projects in addition to appropriate certifications, licenses, etc.

4.43 EXPERIENCE AND PAST PERFORMANCE: List public sector projects for which the Contractor has provided or is providing services which are most related to the project. The following information for each relevant project listed; projects must be within the last five years and maximum of 5 projects presented:

4.43.1 Project name, owner, location, and description;

4.43.2 Responsible individual in charge of the work; and

4.43.3 Reference/contact for the project from the owner complete with phone, email and mailing contact information.

II. TECHNICAL SPECIFICATIONS

4.44 EROSION CONTROL SERVICES - Bidder to provide and install specified items. Bidders must state the additional charges, if any, per LF if installation has to be performed by hand. Bidder may give discounts for larger projects. All installations and material must be approved by the Texas Department of Transportation (TxDOT) and the Technical Manual.

4.44.1 Bid item 1: Silt fence, wire support with metal "T" post every six (6) feet. Price per LF installed.

4.44.2 Bid item 2: Same as Item 1. Materials delivered to site. Installed by hand.

4.44.3 Bid item 3: Labor to repair existing erosion control. Price per man, per hour. Vendor must state any minimum labor charges and/or any minimum site visit charges.

4.44.4 Bid item 4: Rock Berm, 20 ga. galvanized wire, 2" to 4" dia. rock. Price per LF installed.

4.44.4.1 Rock provided by vendor

4.44.4.2 Rock provided by Collin County

4.44.5 Bid item 5: Erosion Mat and staples, Straw with double sided netting, include seasonal seeding. Price per SY installed.

4.44.6 Bid item 6: Erosion Mat and staples, American Excelsior Curlex, or other TxDOT approved equal, with double sided netting, include seasonal seeding. Price per SY installed.

4.44.7 Bid item 7: Sediment Control Logs (Straw), 9" diameter supported by post every four (4) feet. Price per LF installed.

4.44.8 Bid item 8: Sediment Control Logs (Straw), 12" diameter supported by post every four (4) feet. Price per LF installed.

4.44.9 Bid item 9: Erosion Mat and staples, 12 oz. Permanent Turf Reinforcement Mats (TRM) with double sided netting, include seasonal seeding. Price per SY installed.

4.44.10 Bid item 10: Sediment Control Logs, American Excelsior or other TxDOT approved equal, 9" diameter supported by post every four (4) feet. Price per LF installed.

4.44.11 Bid item 11: Sediment Control Logs, American Excelsior or other TxDOT approved equal, 12" diameter supported by post every four (4) feet. Price per LF installed.

4.45 ORGANIC EROSION CONTROL SERVICES - Successful Bidder to provide and install specified items. Bidders must state the additional charges, if any, per linear foot or square foot if installation has to be performed by hand. Bidder may give discounts for larger projects. Compost must be TxDOT certified.

4.45.1 Erosion Control Mulch Blanket (100% Mulch). Pricing per the square foot.

4.45.3.1 Bid item 12: Depth 2" unseeded

4.45.2 Mulch Filter Berms and Check Dams (100% Mulch). Pricing per linear foot.

4.45.3.2 Bid item 13: 3 ft. high X 5 ft. wide unseeded

4.46 HYDROMULCH SERVICES - Exact Hydromulch services are unknown at this time. These services will vary from project to project and will include applications not listed. Item listed on the Bid Form will be used to determine the lowest priced vendor. Primary vendor will be required to provide assistance to Collin County when needed to determine combinations per job/project. Pricing for other types of applications will be provided by the primary vendor as needed. Collin County reserves the right to obtain pricing from the secondary vendor if Collin County believes the primary vendor's pricing will be excessive.

Bidders are required to provide guarantee information on the Bid Form. Watering requirements, if any, must be stated. Warranty should be priced based on bidder's applying water and water applied by Collin County.

Pricing for water should not be included with pricing. It is understood that watering will be a requirement; however, due to the varied scenarios for water to be applied, pricing for watering will not be included. The successful bidder shall include pricing for watering in future proposals for specific projects.

Pricing should be based on good, level soil. Watering requirements should not be included in your pricing. Pricing per square foot.

4.46.1 Bid item 14: Hydromulch applied with the following mixture per 1,000 SF.

4.46.1.1 30 lbs. cellulose paper mulch

4.46.1.2 2 lbs. hulled Bermuda seed

4.46.1.3 10 lbs. homogenized fertilizer 13-13-13

4.46.1.4 Tackafier (Tac). Brand and quantity to be determined by vendor. Tac will be required to hold mixture together.

4.47 MATERIALS: Materials must be compatible with a Bowie Victor 800 Hydro-Mulcher. The estimated quantities for the purchase of materials are unknown.

If Collin County determines during the course of the contract that additional materials are required, it asks that you bid a percentage discount off list price. During the evaluation process, the County may require list prices for these materials for comparison purposes.

County personnel may require training concerning the proper use of and the method for blending and dispersing Hydro-Mulch Materials. You may be requested to outline your current training program.

Note: Training may be conducted either by phone or on-site. Telephone training is to be used only for the purpose of answering simple questions. Your bid must address any charges associated with training.

4.47.1 Bid item 15: Fiber - 100% Pure Wood Mulch

4.47.2 Bid item 16: Fiber - Wood with Tac

4.47.3 Bid item 17: Fiber - Hydro blanket

4.47.4 Bid item 18: Fiber - Wood cellulose fiber

4.47.5 Bid item 19: Fiber - Guar tacking agent

4.47.6 Bid item 20: Seed - Hulled Bermuda

4.47.7 Bid item 21: Seed - Unhulled Bermuda

4.47.8 Bid item 22: Seed – Wheat (Red, Wnter)

4.48 TOPSOIL - Topsoil shall be mechanically screened, sandy loam topsoil of natural, fertile, friable soils having textural classification silt or clay loam, possessing characteristics of soils which produce heavy growth of crops, grass or other vegetation. Topsoil shall be free of rocks and foreign materials harmful to grading, maintenance operations, or plant growth.

4.48.1 Bid item 23: Topsoil, delivered

4.48.2 Bid item 24: Topsoil, picked-up

4.49 SOD, ROLLED: Use rolled sod free from noxious weeds, Johnson grass, other grasses, or any matter deleterious to the growth and subsistence of the sod.

4.49.1 Bid Item 25: Sod, Rolled. Price per SF installed.

4.50 INSPECTION: Upon completion of each job, Collin County shall inspect the service(s) performed before accepting them. Contractor shall call and make inspection appointments with Collin County's designated representative (ROW Foreman) and furnish a written plan of action as to how and when corrections of any discrepancies will be accomplished. Collin County reserves the right to make periodic unannounced inspections without the Contractor being present.

4.51 PAYMENT: Payment for the work specified herein will be made on the pertinent Purchase Order, after completion and acceptance of required paperwork, at the unit prices specified in the pricing schedule. All signed paperwork should be attached to the Purchase Order upon which payment is being requested. **Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Collin County Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

PAYMENT BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____ County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (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 _____ Dollars (\$ _____) (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 _____ day of _____, 20____, 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 _____.

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 _____ day of _____ 20_____.

WITNESS

PRINCIPAL

Printed/Typed Name _____

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.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor 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.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor 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?

Yes No

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 interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

