

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 2015-331, Maintenance, Roads.

4.2 PURPOSE: The intended use/purpose for this Invitation For Bid is to describe general road maintenance on Collin County roads.

4.3 PRE-BID CONFERENCE: A pre-bid conference will be held 9:00 a.m., Wednesday, February 17, 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.

4.5 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 2016 PPI and the

April 2017 PPI and become effective in October 2017. If the contract allows for an adjustment after the second year, it would be based on the difference between the April 2018 PPI and the April 2017 PPI and become effective October 2018.

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 CONTRACT, BONDS, & CERTIFICATE OF INSURANCE: The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners'

Court award of Contract, ~~a Certificate of Insurance in accordance with Section 3.0. a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the total contract price in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law, and on the form specified in the Contract Documents. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.~~

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

Each job assigned to the successful vendor from the result of award of this contract will require a separate Purchase Order. Payment and Performance Bonds will be required in accordance with Chapter 2253 of the Texas Government Code. If required, bonds shall be provided not later than ten (10) calendar days of notice from Collin County. Bonds shall be in the amount of one hundred percent (100%) of the total contract price in such form as is satisfactory to Owner in accordance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law and on the form specified. These bonds 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.

If a Maintenance Bond should be required, it shall be in the amount of ten percent (10%) of the total contract price in such form as is satisfactory to Owner. If required, bond shall be provided not later than ten (10) calendar days of notice from Collin County. 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 RESERVATION OF RIGHTS: Collin County reserves the right to solicit separate bids for all individual projects that exceed \$100,000.00.

4.16 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.

4.17 GENERAL REQUIREMENTS: Collin County is soliciting bids from Contractors to provide general street maintenance 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 street maintenance for public streets 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 current 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, 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.

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

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

4.30 **WATER FOR CONSTRUCTION:** 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)

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 GENERAL PERFORMANCE REQUIREMENTS: : The contractor shall provide the following minimum services:

- 4.41.1 Shop Drawing and Construction Submittals;
- 4.41.2 Site surveys and investigations;
- 4.41.3 Cost estimates;
- 4.41.4 Construction activities with all labor, materials, and equipment;
- 4.41.5 Traffic Controls including sealed engineering plans;
- 4.41.6 Quality Control; and
- 4.41.7 Warranties and Maintenance Guarantees.

4.42 MANDATORY SUBMITTAL REQUIREMENTS:

- 4.42.1 Provide a signed Letter of Interest including a narrative describing the Contractor's unique qualifications to provide services as requested for the County;
- 4.42.2 Statement about the availability and commitment of the Contractor, including all team members and key personnel who will provide services for the County;

4.43 PROGRAM MANAGEMENT ORGANIZATION AND RESUMES:

- 4.43.1 Provide an organizational chart showing the roles of the key team members that will be assigned to the County's projects;
- 4.43.2 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;
- 4.43.3 The PM must have at least 5 years of successful experience in similar roles and with public entities; and
- 4.43.4 The Superintendent must have at least 5 years of successful experience in similar projects in addition to appropriate certifications, licenses, etc.

4.44 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:

- 4.44.1 Project name, owner, location, and description;
- 4.44.2 Total project cost;
- 4.44.3 The construction project delivery method;
- 4.44.4 Dates for construction of the project;
- 4.44.5 Responsible individual in charge of the work; and

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

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

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

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

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

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

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

4.45.6 Provide the appropriate number of flaggers to ensure a quality service. Qualify all flaggers used on this project to perform flagging duties as specified in the plans. Provide a list of qualified flaggers prior to beginning any road work activities which require flagging. Provide any modifications to the County. Provide flaggers with a slow stop paddle in lieu of the standard flag and with an approved flagging vest and hard hat.

4.46 Perform all construction work between the hours of 7:30 A.M. and 3:30 P.M. unless the County approves nighttime work in writing. Remove all construction equipment from the road thirty (30) minutes prior to sunset and determined by NOAA.

4.47 CEMENT STABILIZED BASE

4.47.1 Cement Stabilized Sand (CSB-1) - 1.0 Sacks Cement per 27 cu. ft. of sand

4.47.1.1 Sand shall be free from organic or otherwise deleterious materials, and shall conform to the following requirements:

<u>SIEVE SIZE</u>	<u>PERCENT PASSING</u>
2”	100
#200	0-20

4.47.1.2 Plasticity Index (P.I.) shall not exceed six (6).

4.47.1.3 CSB-1 (stabilized sand) shall consist of 1.0 sacks of Type I cement and 27 cu. ft. of sand (meeting above specifications).

4.47.2 Cement Stabilized Sand (CSB-2) - 2.0 Sacks Cement per 27 cu. ft. of sand

4.47.2.1 Sand shall be free from organic or otherwise deleterious materials, and shall conform to the following requirements:

<u>SIEVE SIZE</u>	<u>PERCENT PASSING</u>
2"	100
#200	0-20

4.47.2.2 Plasticity Index (P.I.) shall not exceed six (6).

4.47.2.3 CSB-2 (stabilized sand) shall consist of 2.0 sacks of Type I cement and 27 cu. ft. of sand (meeting above specifications).

4.48 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.

4.49 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.

4.50 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.

4.51 INSTALLATION OF CULVERTS:

4.51.1 Provide culvert installation services with backfill and compatible top surface per TxDOT standards Item Nos. 400, 401, 421, 460, 462, 464 and 496. Collin County will provide the culverts at the installation site.