

## COLLIN COUNTY, TEXAS

ADDENDUM No. Four (4)

IFB No. 2019-109

## INVITATION FOR BID

## FOR

## CONSTRUCTION, ROAD: OUTER LOOP ACCESS ROAD, DALLAS PARKWAY TO EAST OF SH 289

DATE: June 12, 2019

### NOTICE TO ALL PROSPECTIVE BIDDERS:

## PLEASE MAKE THE FOLLOWING CHANGES TO THE INVITATION FOR BID:

DELETE DOCUMENT:	0016 Proposed Typical Sections
REPLACE WITH:	0016 Proposed Typical Sections (Addendum 4)
DELETE DOCUMENT:	0020 Summary Sheets Earthwork
REPLACE WITH:	0020 Summary Sheets Earthwork (Addendum 4)
DELETE DOCUMENT:	EQ01 Estimate & Quantities (Addendum 2)
REPLACE WITH:	EQ01 Estimate & Quantities (Addendum 4)
DELETE DOCUMENT:	Page 039-040 – A01 004100 Bid Form_CCOL_CEST_BID_TAB
REPLACE WITH:	(Addendum 2) Page 039-040 – A01 004100 Bid Form_CCOL_CEST_BID_TAB (Addendum 4)
DELETE DOCUMENT:	Page 031-038-2 004100 Bid Form (Addendum 2)
REPLACE WITH:	Page 031-038-2 004100 Bid Form (Addendum 4)
DELETE DOCUMENT:	Page 069-070 –A01 005213 Construction Agreement
REPLACE WITH:	Page 069-070 –A01 005213 Construction Agreement (Addendum 4)
DELETE DOCUMENT:	Page 107-108 –A01 005213 Construction Agreement
REPLACE WITH:	Page 107-108 –A01 005213 Construction Agreement (Addendum 4)
DELETE DOCUMENT:	Page 169-170 –A02 9L Measurement and Payment
REPLACE WITH:	Page 169-170 –A02 9L Measurement and Payment (Addendum 4)
DELETE DOCUMENT:	Page 175-176 –B01 Governing Spec List (Addendum 1)
REPLACE WITH:	Page 175-176 –B01 Governing Spec List (Addendum 4)
DELETE DOCUMENT:	Page 235-236 –B04 CCOL General Notes (Addendum 2)
REPLACE WITH:	Page 235-236 –B04 CCOL General Notes (Addendum 4)

### DELETE DOCUMENT: REPLACE WITH:

CCOL\_BIDTABS (Addendum 2).xlsm CCOL\_BIDTABS (Addendum 4).xlsm

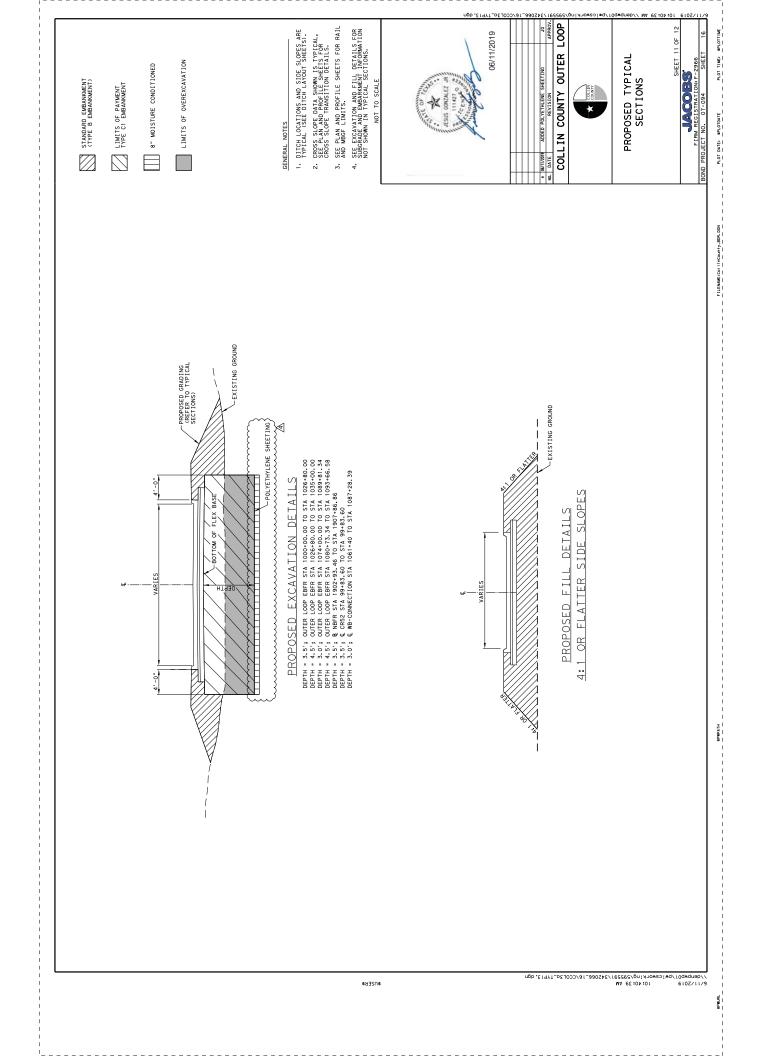
ADD:

Addendum 4 Questions and Answers

## ALL OTHER TERMS AND CONDITIONS OF THE BID AND SPECIFICATIONS REMAIN THE SAME.

SINCERELY, MICHALYN RAINS, CPPO, CPPB PURCHASING AGENT

md



			ARTHWORK CCOL		
	110	132	132	132	856
	6001	6025	6026	6004	1001
STATION	EXCAVATION	EMBANKMENT	EMBANKMENT	EMBANKMENT	MOISTURE
STATION	(ROADWAY)	(FINAL) (DENS	(FINAL) (DENS	(FINAL) (DENS	TREATED
	(ROADWAT)	CONT) (TY C1)	CONT) (TY C2)	CONT) (TY B)	SUBGRADE
	CY	CY	CY	CY	CY
1001+00.00		0		0	
1002+00.00	1,509	948		246	181
1003+00.00	1,494	927		233	177
1004+00.00	1,320	804		250	153
1005+00.00	1,111	657		254	125
1006+00.00	855	577		172	110
1006+04.90	34	26		5	5
1007+00.00	619	493		165	94
1008+00.00	493	491		340	94
1009+00.00	1,394	484		394	92
1010+00.00	1,401	484		320	92
1011+00.00	1,242	484		299	92
1012+00.00	638	484		336	92
1013+00.00	551	484		372	92
1014+00.00	510	484		394	92
1015+00.00	472	484		412	92
1016+00.00	466	540		418	103
1017+00.00	494	663		392	126
1018+00.00	465	757		374	144
1019+00.00	364	712		444	136
1019+19.17	57	123		101	23
1020+00.00	242	517		450	98
1021+00.00	287	640		609	122
1022+00.00	271	639		634	122
1023+00.00	269	640		644	122
1024+00.00	254	618		663	118
1025+00.00	211	571		686	109
1026+00.00	164	519		712	99
				731	99
1027+00.00	<u>197</u> 253	558		730	
1028+00.00		622			92
1029+00.00	252	622		738	92
1030+00.00	236	622		778	92
1031+00.00	217	622		801	92
1032+00.00	197	622		812	92
1033+00.00	183	622		816	92
1033+26.60	50	166		271	25
1034+00.00	83	457		823	68
1035+00.00	12			1,464	
1036+00.00				2,274	
1037+00.00				3,353	
1038+00.00	11			4,642	
1039+00.00	39			5,571	
1040+00.00	45			6,126	
1041+00.00	62			6,228	
1042+00.00	81			6,170	
1042+07.71	6	1,713		477	
1043+00.00	53	,  ,			
1044+00.00	21				
1045+00.00	_ ·	1			
1046+00.00					
		1	1		

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	110	SUMMARY OF E	132	132	856
	6001	6025	6026	6004	1001
STATION	EXCAVATION	EMBANKMENT	EMBANKMENT	EMBANKMENT	MOISTUR
STATION	(ROADWAY)	(FINAL) (DENS	(FINAL) (DENS	(FINAL) (DENS	TREATE
	(ROADWAT)	CONT) (TY C1)	CONT) (TY C2)	CONT) (TY B)	SUBGRAD
	СҮ	СҮ	СҮ	СҮ	CY
1048+00.00	171				
1049+00.00	290				
1050+00.00	176				
1051+01.74	144	4,124			
1052+00.00	203	,		6,484	
1053+00.00	280			7,399	
1054+00.00	331	5		8,285	
1055+00.00	354	106		9,754	
1056+00.00	324	202		11,628	
1057+00.00	288	265		13,374	
1058+00.00	326	278		15,198	
1059+00.00	408	561		16,787	
1060+00.00	523	610		18,656	
1061+00.00	615	348		20,199	
1061+66.40	417				
		20,020		13,568	
1062+00.00	104	124	<u> </u>		
1063+00.00			44444		
1064+00.00					
1065+00.00					
1066+00.00					
1067+00.00					
1067+96.00					
1068+00.00		17,160			
1069+00.00				19,428	
1070+00.00	53			18,773	
1071+00.00	122			16,387	
1072+00.00	151			13,070	
1073+00.00	237			8,676	
1074+00.00	311			4,954	
1075+00.00	289			2,703	
1076+00.00	323			1,195	
1077+00.00	540	560		338	124
1078+00.00	799	569		150	127
1079+00.00	924	580		98	129
1080+00.00	823	574		113	128
1081+00.00	694	557		119	124
1082+00.00	690	548		131	122
1083+00.00	686	548		156	122
1084+00.00	731	609		217	135
1084+35.37	277	239		122	53
1085+00.00	509	440		290	98
1086+00.00	876	726		313	161
1087+00.00	1,011	782		140	174
1088+00.00	976	740		141	164
1089+00.00	831	687		176	153
1090+00.00	381	343		104	
1091+00.00	1,279	957		22	
1092+00.00	1,947	1,468		52	
1092+83.00	1,127	848		44	
TOTAL	40,726	77,454		282,368	5,457

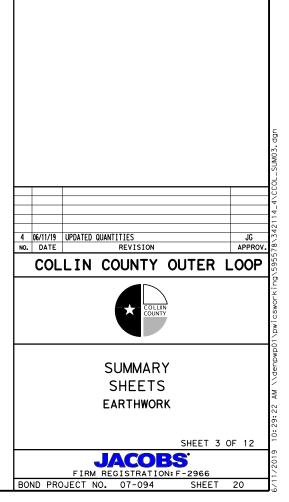
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FILENAME:C60U160W00J#ggBDR.DGN PLOT DATE: \$PLOTDATE PLOT TIME: \$PLOTTIME



NC	. REV.	BID ITEM	DESC	S.P. CODE	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY
1		100	6002		PREPARING ROW	STA	97.56	
2		104	6001		REMOVING CONC (PAV)	SY	2,660	
3		104	6021		REMOVING CONC (CURB)	LF	1,929	
4		105	6021		REMOVING STAB BASE AND ASPH PAV (0-4")	SY	904	
5		105	6107		REMOVING STAB BASE & ASPH PAV(15"-16")	SY	1,402	
6		106	6002		OBLITERATING ABANDONED ROAD	SY	8,145	
7		110	6001		EXCAVATION (ROADWAY)	СҮ	58,572	
8		110	6002		EXCAVATION (CHANNEL)	СҮ	5,300	
9		132	6004	002	EMBANKMENT (FINAL)(DENS CONT)(TY B)	СҮ	289 <b>,</b> 748	
10	D I	132	6025	002	EMBANKMENT (FINAL) (DENS CONT) (TY C1)	СҮ	92,237	^
1	1	132	6026	002	EMBANKMENT (FINAL) (DENS CONT) (TY C2)	СҮ	{ 1,751 }	4
12	2	164	6041		DRILL SEEDING (TEMP) (WARM)	SY	{ 117, 375 }	
	3	164	6043		DRILL SEEDING (TEMP) (COOL)	SY	{ 117,375 }	
	4	164	6035	L	DRILL SEEDING (PERM) (RURAL) (CLAY)	SY	234,750 }	
1	5	168	6001		VEGETATIVE WATERING	MG	<i>(</i> 55,299 <i>)</i>	
16	5	247	6230	003	FL BS (CMP IN PLACE)(TY A GR 1-2)(8")	SY	53,968	
1	7	260	6002		LIME (HYDRATED LIME (SLURRY))	TON	26	
18	3	260	6027		LIME TRT (EXST MATL)(8")	SY	1,463	
19	9	310	6027		PRIME COAT(MC-30 OR AE-P)	GAL	10,792	
20	D	340	6122		D-GR HMA(SQ) TY-D PG70-22	TON	195	
2	1	341	6008	001	D-GR HMA TY-B PG64-22	TON	10,569	
22	2	360	6002		CONC PVMT (CONT REINF - CRCP) (8")	SY	1,081	
23	3	360	6003		CONC PVMT (CONT REINF - CRCP) (9")	SY	39,147	
24	4	360	6007		CONC PVMT (CONT REINF - CRCP) (13")	SY	6,480	
25	5	360	6019		CONC PVMT (JOINTED - CPCD) (9")	SY	398	
26	6	400	6001		STRUCT EXCAV	CY	2,564	
2	7	400	6005		CEM STABIL BKFL	СҮ	541	
28	3	402	6001		TRENCH EXCAVATION PROTECTION	LF	374	
29	Э	416	6001		DRILL SHAFT (18 IN)	LF	454	
30		416	6004		DRILL SHAFT (36 IN)	LF	3,000	
3	1	416	6005		DRILL SHAFT (42 IN)	LF	448	
32	2	416	6032		DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	39	
33	3	420	6014		CL C CONC (ABUT)(HPC)	СҮ	154	
34	4	420	6030		CL C CONC (CAP) (HPC)	СҮ	243.1	
35	5	420	6038		CL C CONC (COLUMN) (HPC)	СҮ	195.6	
36	6	422	6002		REINF CONC SLAB (HPC)	SF	63,225.7	
3	7	422	6016		APPROACH SLAB (HPC)	СҮ	207.9	
38	3	423	6001		RETAINING WALL (MSE)	SF	9,901	
39	Э	425	6039		PRESTR CONC GIRDER (TX54)	LF	6,894.7	
4	2	425	6040		PRESTR-CONC-GIRDER_(TX62)	~LF~	~1,011.43~	
4	1	432	6001		RIPRAP (CONC)(4 IN)	СҮ	449	
42	2	432	6002	<u> </u>	RIPRAP (CONC) (5 IN)	л <sub>сү</sub> л		
43	3	432	6031		RIPRAP (STONE PROTECTION) (12 IN)	СҮ	770	
44	4	432	6033		RIPRAP (STONE PROTECTION) (18 IN)	СҮ	124	
45	5	432	6044		RIPRAP (CONC) (FLUME)	СҮ	71	
46	5	432	6045		RIPRAP (MOW STRIP)(4 IN)	СҮ	224	

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NO.	REV.	BID ITEM	DESC	S.P. CODE	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	
47		450	6023		RAIL (TY SSTR)	LF	1,086		
48		450	6024		RAIL (TY SSTR) (HPC)	LF	2,963.3		
49		454	6001		SEALED EXPANSION JOINT (4 IN) (SEJ - A)	LF	343.8		
50		462	6014		CONC BOX CULV (7 FT X 3 FT)	LF	159		
51		462	6109		CONC BOX CULV (8 FT X 3 FT)(EXTEND)	LF	48		
52		464	6003		RC PIPE (CL III)(18 IN)	LF	6,043		
53		464	6005		RC PIPE (CL III)(24 IN)	LF	{ 1,691 }		
54		465	6002	001	MANH (COMPL)(PRM)(48IN)	EA	{ 7 }		
55		465	6013	001	INLET (COMPL) (PCO) (3FT) (NONE)	EA	<pre>{ 31 }</pre>		
56		465	6014	001	INLET (COMPL) (PCO) (3FT) (LEFT)	EA			
57		465	6015	001	INLET (COMPL) (PCO) (3FT) (RIGHT)	EA	14 🖄		
58		465	6016	001	INLET (COMPL) (PCO) (3FT) (BOTH)	EA	4		
59		465	6133	001	INLET (COMPL)(PSL)(FG)(4FTX5FT-3FTX5FT)	EA	5		
60		465	6158	001	INLET(COMPL)(PAZD)(FG)(3FTX3FT-3FTX3FT)	EA	3		
61		466	6152		WINGWALL (FW - 0) (HW=5 FT)	EA	1		
52		466	6153		WINGWALL (FW - 0) (HW=6 FT)	EA	1		
63		466	6180		WINGWALL (PW - 1) (HW=5 FT)	EA	1		
64		467	6356		SET (TY II) (18 IN) (RCP) (3: 1) (C)	EA	1		
65		467	6358		SET (TY II) (18 IN) (RCP) (4:1) (C)	EA	$\left( \begin{array}{c} 3 \end{array} \right)$		
66		467	6362		SET (TY II) (18 IN) (RCP) (6:1) (C)	EA	{ 4 }		
67		467	6390		SET (TY II) (24 IN) (RCP) (4:1) (C)	EA	{ 2 }		
68		467	6391		SET (TY II) (24 IN) (RCP) (4:1) (P)	EA	1 A		
69		467	6394		SET (TY II) (24 IN) (RCP) (6:1) (C)	EA	(4)		
70		479	6006		ADJUSTING INLET (CAP)	EA	3		
71		480	6001		CLEAN EXIST CULVERTS	EA	3		
72		481	6013		PIPE (PVC) (SCH 40) (6 IN)	LF	340		
73		496	6002		REMOV STR (INLET)	EA	4		
74		496	6005		REMOV STR (WINGWALL)	EA	1		
75		496	6007		REMOV STR (PIPE)	LF	416		
76		496	6008		REMOV STR (BOX CULVERT)	LF	18		
77		496	6050		REMOV STR (DRIVEWAY CULVERT)	EA	4		
78		500	6001		MOBILIZATION	LS	1		
79		502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING	мо	21		
30		502	6001		BARRICADES, SIGNS AND TRAFFIC HANDLING	мо			4 06/11/19 REVISED QUANTITIES JG 2 06/04/19 REVISED MISC ITEMS JG
81		506	6002	001	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	945		1 05/30/19 REVISED ITEM 432 JG NO. DATE REVISION APPROV
82		506	6003	001	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	30		COLLIN COUNTY OUTER LOOP
83		506	6011	001	ROCK FILTER DAMS (REMOVE)	LF	975		
84		506	6020	001	CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	234		
85		506	6024	001	CONSTRUCTION EXITS (REMOVE)	SY	234		
86		506	6038	001	TEMP SEDMT CONT FENCE (INSTALL)	LF	11,851		
87		506	6039	001	TEMP SEDMT CONT FENCE (REMOVE)	LF	11,851		ESTIMATE &
88		506	6041	001	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	3,100		QUANTITIES
89		506	6043	001	BIODEG EROSN CONT LOGS (REMOVE)	LF	3,100		
90		508	6001		CONSTRUCTING DETOURS	SY	6,803		
91		512	6009		PORT CTB (FUR & INST) (LOW PROF) (TY 1)	LF	640		SHEET 1 OF 2
92		512	6010		PORT CTB (FUR & INST) (LOW PROF) (TY 2)	LF	60		FIRM REGISTRATION: F-2966

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NO	REV.	BID	DESC	S.P.	APPROX.	UNIT BID PRICE ONLY		AMOUNT
NO.	REV.	ITEM	DESC	CODE	QUANTITY	WRITTEN IN WORDS	UNIT	BID
1		100	6002		97.56	PREPARING ROW, complete in place for the sum of: No Dollars and No Cents	STA	
2		104	6001		2,660	REMOVING CONC (PAV), complete in place for the sum of:	SY	
2		104	0001		2,000	No Dollars and No Cents REMOVING CONC (CURB),	31	
3		104	6021		1,929	complete in place for the sum of: No Dollars and No Cents	LF	
4		105	6021		904	REMOVING STAB BASE AND ASPH PAV (0-4"), complete in place for the sum of: No Dollars and No Cents	SY	
						REMOVING STAB BASE & ASPH PAV(15"-16"),		
5		105	6107		1,402	complete in place for the sum of: No Dollars and No Cents	SY	
6		106	6002		8,145	OBLITERATING ABANDONED ROAD, complete in place for the sum of: No Dollars and No Cents	SY	
7		110	6001		58,572	EXCAVATION (ROADWAY), complete in place for the sum of: No Dollars and No Cents	СҮ	
8		110	6002		5,300	EXCAVATION (CHANNEL), complete in place for the sum of: No Dollars and No Cents	СҮ	
9		132	6004	002	289,748	EMBANKMENT (FINAL)(DENS CONT)(TY B), complete in place for the sum of: No Dollars and No Cents	СҮ	
10		132	6025	002	92,237	EMBANKMENT (FINAL) (DENS CONT) (TY C1), complete in place for the sum of: No Dollars and No Cents	СҮ	
11		132	6026	<u>4</u> 002	1,751	EMBANKMENT (FINAL) (DENS CONT) (TY C2), complete in place for the sum of: No Dollars and No Cents	СҮ	
12		164	6041		117,375	DRILL SEEDING (TEMP) (WARM), complete in place for the sum of: No Dollars and No Cents	SY	

	551	BID	5500	S.P.	APPROX.	UNIT BID PRICE ONLY		AMOUNT
NO.	REV.	ITEM	DESC	CODE	QUANTITY	WRITTEN IN WORDS	UNIT	BID
				$\wedge$	$\mathcal{M}$	DRILL SEEDING (TEMP) (COOL),		
13		164	6043	<u>/2</u>	117,375	complete in place for the sum of:	SY	
15		104	0043			No Dollars and No Cents	51	
					Curr			
		$\sim$	$\cdots$	$\cdots$	$\cdots$	ORINE SEEDING (PERM) (RURAD) (CDAY),	h	
14	$\wedge$	164	6035		234,750	complete in place for the sum of:	SY	
	<u> </u>				,	No Dollars and No Cents		
		Cur	$\dots$	····	$\dots$		m	
						VEGETATIVE WATERING, complete in place for the sum of:		
15		168	6001		55,299		MG	
						No Dollars and No Cents		
						FL BS (CMP IN PLACE)(TY A GR 1-2)(8"), complete in place for the sum of:		
16		247	6230	003	53,968	No Dollars and No Cents	SY	
						No Dollars and No Cents		
						LIME (HYDRATED LIME (SLURRY)),		
						complete in place for the sum of:		
17		260	6002		26	No Dollars and No Cents	TON	
						LIME TRT (EXST MATL)(8"),		
						complete in place for the sum of:		
18		260	6027		1,463	No Dollars and No Cents	SY	
						PRIME COAT(MC-30 OR AE-P),		
						complete in place for the sum of:		
19		310	6027		10,792	No Dollars and No Cents	GAL	
						D-GR HMA(SQ) TY-D PG70-22,		
00		0.40	(100		105	complete in place for the sum of:	TON	
20		340	6122		195	No Dollars and No Cents	TON	
						D-GR HMA TY-B PG64-22,		
21		341	6008	001	10,569	complete in place for the sum of:	TON	
21		341	0000	001	10,009	No Dollars and No Cents	TON	
						CONC PVMT (CONT REINF - CRCP) (8"),	T	
22		360	6002		1,081	complete in place for the sum of:	SY	
~~~		500	5002		1,001	No Dollars and No Cents		
						CONC PVMT (CONT REINF - CRCP) (9"), complete in place for the sum of:		
23		360	6003		39,147		SY	
					.,	No Dollars and No Cents		
			L					
						CONC PVMT (CONT REINF - CRCP) (13"), complete in place for the sum of:		
24		360	6007		6,480		SY	
						No Dollars and No Cents		



# 2019-109 Addendum 4

## Construction, Road: Collin County Outer Loop Access Road from Dallas Parkway to East of SH 289

Issue Date: 5/8/2019 Questions Deadline: 6/6/2019 05:00 PM (CT) Response Deadline: 6/13/2019 02:00 PM (CT)

**Collin County Purchasing** 

## **Contact Information**

Contact: Matt Dobecka, CPPO, CPPB, CPCP Functional Analyst Address: 2300 Bloomdale Rd. Ste. 3160 Purchasing Admin. Building Ste.3160 McKinney, TX 75071 Phone: 1 (972) 548-4103 Fax: 1 (972) 548-4694 Email: mdobecka@co.collin.tx.us

## **Event Information**

Number: Title:

Type:

2019-109 Addendum 4 Construction, Road: Collin County Outer Loop Access Road from Dallas Parkway to East of SH 289 Invitation for Bid - Construction Issue Date: 5/8/2019 6/6/2019 05:00 PM (CT) Question Deadline: Response Deadline: 6/13/2019 02:00 PM (CT)

## Ship To Information

Address: 4690 Community Ave. Ste. 200 Engineering JJAEP Ste. 200 McKinney, TX 75071

## **Billing Information**

Address: 2300 Bloomdale Rd. Ste. 3100 Auditor Admin. Building Ste. 3100 McKinney, TX 75071

## **Bid Activities**

## Mandatory Pre-Bid Meeting

A MANDATORY PRE-BID CONFERENCE will be held by Collin County in the Commissioners' Courtroom located at the Collin County Administration Building, 2300 Bloomdale Road, 4th Floor, McKinney, TX 75071 in order for bidders to ask questions regarding the proposed work. All bidders desiring to bid the work should have a representative at the pre-bid conference; bidders that do no attend the pre-bid conference shall not be considered in the evaluation for award of a contract per Texas Local Government Code 262.0256. Attendance shall be mandatory at the pre-bid conference.

## **Bid Attachments**

Addendum No. 1.pdf	View Online
Addendum No. 1	
Addendum No. 2.pdf	View Online
Addendum No. 2	
Addendum No. 3.pdf	View Online
Addendum No. 3	
Addendum No. 4.pdf	View Online
Addendum No. 4	
CCOL_BIDTABS (ADDENDUM 4).zip	View Online
CCOL_BIDTABS (ADDENDUM 4) - Unzip to View	
Collin County Outer Loop Access Specs_REV_2019-04-29.pdf	Download
Spec Book	
Collin County Outer Loop Access Road Plans_2019-04-26.pdf	Download
Plans	
Collin County Outer Loop Access Road Cross Sections_2019-04-26.pdf	Download
Cross Sections	

5/22/2019 9:00:00 AM (CT)

## **Requested Attachments**

## **Bid Bond**

(Attachment required)

If submitting online please upload your bid bond.

## **Bid Form**

(Attachment required)

## Bid Schedule

(Attachment required)

### W-9

(Attachment required)

## **Audited Financial Statements**

## **Bid Attributes**

## 1 eBid Notice

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 means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means. Please initial.

(Required: Maximum 1000 characters allowed)

## 2 Bid Bond Acknowledgement

I understand that accompanying this bid, is a certified check, cashier's check or Bid Bond in the amount of five percent (5%) of the total amount bid. Bidders submitting a bid via Collin County eBid shall upload a Bid Bond at https://collincountytx.ionwave.net. Regardless of delivery method, all Bid Bonds shall be received prior to the bid opening time to be considered.

I understand that the original Bid Bond shall be received in the Collin County Purchasing Department no later than close of business on the third working day after the bid opening. Late receipt of original Bid Bond shall be cause for rejection of bid. Please initial.

(Required: Maximum 4000 characters allowed)

## 3 Bonding Requirement Acknowledgement

I understand that the bonding requirements of this solicitation are required and are included in the submitted pricing. A bond certificate (payment, performance, and/or maintenance) as stated in the specification document shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract. Please initial.

(Required: Maximum 1000 characters allowed)

4	Contact Information
4	<b>Contact Information</b> List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and or offers in response to this solicitation.
	(Required: Maximum 4000 characters allowed)
5	Exceptions
	Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions.
	Yes No
	(Required: Check only one)
6	Attribute deleted as part of an Addendum
7	Insurance Acknowledgement – Construction
-	I understand that the insurance requirements of this solicitation are required and are included in the submitted
	pricing. The Contractor shall furnish certificates of insurance for both the Contractor and any subcontractor to the Purchasing department if awarded all or a portion of the resulting contract. Please initial.
	(Required: Maximum 1000 characters allowed)
8	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). 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.
	(Required: Maximum 4000 characters allowed)

9	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. Please initial.
10	(Required: Maximum 1000 characters allowed)  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. 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.
	(Required: Maximum 1000 characters allowed)
1	<b>Disclosure of Certain Relationships</b> 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.
	(Required: Maximum 1000 characters allowed)
12	Anti-Collusion Statement Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list. Please initial.

(Required: Maximum 1000 characters allowed)

1	Disclosure of Interested Parties
3	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. Section 2252.908 applies only to a contract entered into on or after January 1, 2016. Please initial.
	(Required: Maximum 1000 characters allowed)
1	Notification Survey
1 4	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? Plano Star Courier Plan Room Collin County eBid Notification Collin County Website Other (Required: Check only one)
1 5	Addendum No. 1
5	Please initial to verify your receipt of the addendum.
	(Required: Maximum 1000 characters allowed)
1	Addendum No. 2
6	Please initial to verify your receipt of the addendum.
	(Required: Maximum 1000 characters allowed)
1	Addendum No. 3
7	Please initial to verify your receipt of the addendum.
	(Required: Maximum 1000 characters allowed)
1 8	Addendum No. 4
0	Please initial to verify your receipt of the addendum.
	(Required: Maximum 1000 characters allowed)

## 1 Construction Acknowledgement

Bidder, declares that the only person or parties interested in this bid are those principals named herein, that his/her bid is made without collusion with any other person, firm or corporation, that he/she has carefully examined the Contract Documents including the Advertisement for Bids, Instruction to Bidders, Construction Agreement, Specifications and the Drawings, therein referred to and has carefully examined the locations, conditions and classes of materials for the proposed work, and agrees that he/she will provide all the necessary labor, machinery, tools, equipment, apparatus and other items incidental to construction and will do all the work and furnish all the materials called for in the Contract Documents in the manner prescribed therein. Bidder hereby declares that he/she has visited the site of the Work and has carefully examined the Contract Documents pertaining to the Work covered by the above Bid, and he/she further agrees to commence work within ten (10) consecutive calendar days after date of written Notice to Proceed and to substantially complete the work on which he/she has bid within the number of days specified subject to such extensions of time allowed by Specifications. Bidder certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final. The prices have been shown in words and figures for each item listed in this bid and it is understood that in the event of a discrepancy, the words shall govern. Please initial.

(Required: Maximum 1000 characters allowed)

## **Bid Lines**

1	Bid Grand Total (Response required)         Quantity:       1       UOM:       lump sum       Unit Price:       \$       Total:       \$         Supplier Notes:
	Item Attributes
	1. Bid Grand Total- Written in Words
	The contract award will be based on the total bid price.
	(Deswined) Maximum (200) sharestare ellowed)
	(Required: Maximum 4000 characters allowed) 2. Total Material Cost Incorporated in Project
	\$ (Required: Numbers only)

3.	Total Material Cost Incorporated in Project- Written in Words
_	(Required: Maximum 4000 characters allowed)
4.	Total Labor Cost Incorporated in Project
	\$
	(Required: Numbers only)
5.	Total Labor Cost Incorporated in Project- Written in Words
	(Required: Maximum 4000 characters allowed)

## **Supplier Information**

Company Name:	
Contact Name:	
Address:	
Phone:	
Fax:	
Email:	
Supplier Note	S

The undersigned hereby certifies the foregoing bid submitted by the company listed below hereinafter called "bidder" is the duly authorized agent of said company and the person signing said bid has been duly authorized to execute same. Bidder affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder or other person or persons engaged in the same line of business; and that the contents of this bid as to prices, terms and conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Print Name

Signature

OWNER. If Saturday or Sunday work is permitted, working time shall be charged on the same basis as week days. Where the working time is expressed as calendar days or a specific date, the concept of working days shall no longer be relevant to the contract.

## **CONTRACT DOCUMENTS**

- 1.2 The parties agree that the Contract Documents shall consist of the following documents in addition to any other documents referenced or incorporated herein:
  - A. This written Construction Agreement, including any changes or modifications;
  - B. All addenda including the following listed and numbered addenda: Addendum No. 1 dated \_\_\_\_\_ Received \_\_\_\_\_\_ Received \_\_\_\_\_ Received \_\_\_\_\_\_ Received \_\_\_\_\_\_ Received \_\_\_\_\_\_ Received \_\_\_\_\_ Received \_\_\_\_\_\_ Received \_\_\_\_\_ Received \_\_\_\_\_\_ Received \_\_\_\_\_\_ Received \_\_\_\_\_\_ Receive

	Addendum No. 2 dated	Received	
$ 4\rangle$	Addendum No. 3 dated	Received	
<u> </u>	Addendum No. 4 dated	Received	

- C. Advertisement for Bids, Instructions to Bidder, the Invitation to Bid and Bid Form;
- D. The Special/Supplemental Conditions;
- E. The Specifications and the Project Drawings (if any);
- F. The Construction Details shown on plans;
- G. The Standard Specifications and Standard Drawings from the Public Works Construction Standards-North Central Texas Council of Governments, 2004 edition and all subsequent addendums;
- H. The Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, as adopted by the Texas Department of Transportation on November 1, 2014, hereinafter referred to as the "Texas Standard Specifications";
- I. The Performance Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract Price;
- J. The Payment Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract Price; and,
- K. The Maintenance Bond in the sum of TEN PERCENT (10%) of the total Contract Price.

### 1.2.1 PRIORITY OF THE CONTRACT DOCUMENTS

These Contract Documents (A through K above) form the Construction Agreement and are a part of this Construction Agreement as if fully set forth herein. In the event of an inconsistency in any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above.

### 1.2.2 THE CONTRACT

The Contract Documents form the Contract. The Contract represents the entire integrated agreement between the OWNER and the CONTRACTOR and supercedes all prior negotiations, and representations by either party.

## 1.3 CORRELATION AND INTENT OF DOCUMENTS

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intent of the documents, unless otherwise specifically provided, is to produce complete and finished work, which the CONTRACTOR undertakes to do in full compliance with the Contract Documents. It is not intended to mention every item of work in the specifications which can be adequately shown on the drawings nor to show on the drawings all items of work described or required by the specifications. All materials or labor for work shown on the drawings or reasonably inferable therefrom as being necessary to produce a finished job shall be provided by the CONTRACTOR whether or not same is expressly covered in the specifications. No verbal conversation, understanding or agreement with any officer or employee or agent of the OWNER, either before or after the execution of the Contract, shall affect or modify any of the terms, conditions or obligations contained in the Contract Documents.

## 1.3.1 CONTRACT DRAWINGS AND SPECIFICATIONS

The OWNER shall furnish the CONTRACTOR one copy of the Contract Drawings and any supplemental drawings and specifications reasonably necessary for the proper execution of the work. At least one copy of all drawings and specifications shall be accessible at all times to the OWNER at the job site.

## 1.3.2 SUPPLEMENTAL DRAWINGS AND SPECIFICATIONS

In order to carry out the intent of the Contract Documents and to assist the CONTRACTOR in performing its work, the OWNER, after the execution of the Contract, may, by supplemental drawings, specifications or otherwise, furnish additional information or instructions as may be necessary for construction purposes.

All such supplemental drawings, specifications or instructions are intended to be consistent with the Contract Documents and reasonably inferable therefrom. Therefore, no extra costs shall be allowed by the OWNER on a claim that particular supplemental drawings, specifications or instructions differ from the requirements of the Contract Documents, incurring extra costs, unless the CONTRACTOR has first brought the matter, in writing, to the OWNER'S attention for adjustment before proceeding with the work covered by such.

If the OWNER decides that there is no departure from the requirements of the Contract Documents, the CONTRACTOR shall then proceed with the work as shown, specified or directed. If the OWNER shall decide that extra work is involved, he shall so modify the supplemental drawings, specifications or instructions to eliminate the extra work, or cause a written Change Order to be issued in accordance with the Contract Documents. take over and use any completed portion of the Work prior to the final completion and acceptance of the entire work included in the Contract, and notwithstanding that the time allowed for final completion has not expired. The OWNER and CONTRACTOR agree that occupancy of portions of the Work by the OWNER shall not in any way evidence the substantial completion of the entire work or signify the OWNER's acceptance of the Work.

The CONTRACTOR shall not object to, nor interfere in any way with, such occupancy or use after receipt of the OWNER'S written notice. Immediately prior to such occupancy and use, the OWNER shall inspect such portion of the Work to be taken over and shall furnish the CONTRACTOR a written statement of the work, if any, still to be done on such part. The CONTRACTOR shall promptly thereafter complete such unfinished work to permit occupancy and use on the date specified in the OWNER'S written order, unless the OWNER shall permit specific items of work to be finished after the occupancy and use by the OWNER.

In the event the CONTRACTOR is unreasonably delayed by the OWNER exercising its rights under this section, the CONTRACTOR may submit a request for an extension of time; CONTRACTOR'S sole remedy for an unreasonable delay shall be an extention of time and shall not be entitled to any additional compensation.

# 5.4 COMMENCEMENT; TIME OF COMPLETION; DELAYS; EXTENSION OF TIME; LIQUIDATED DAMAGES

## 5.4.1 COMMENCEMENT; TIME OF COMPLETION

Contractor shall commence work within ten (10) consecutive calendar days after receiving from County a notice to proceed. Contractor agrees and covenants that the number of consecutive calendar days allowed to complete all work following a notice to proceed shall be as follows:

A. Substantial Completion – is  $\underline{632}$  calendar days

B. Final Completion – Entire project length is 662 alendar days.

## 5.4.2. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

Time is of the essence in the progress and completion of this Contract. For each calendar day that any Work shall remain uncompleted after the time specified in the proposal and the Contract, or the increased time granted by the OWNER, or as equitably increased by additional work or materials ordered after the Contract is signed, the sum per day given in the following schedule, unless otherwise specified in the special provisions, shall be deducted from the monies due the CONTRACTOR:

4A. Substantial Completion:(\$2,000/day)B.Final Completion:(\$2,000/day)

The sum of money thus deducted for such delay, failure or noncompletion is not to be considered as a penalty, but shall be deemed, taken and treated reasonable liquidated damages, per calendar day as that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the Work. The said amounts are fixed and agreed upon by and between OWNER and CONTRACTOR because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER in such event would sustain; and said amounts are agreed to be the amount of damages which the OWNER would sustain and which shall be retained from the monies due, or that may become due, the CONTRACTOR under this Contract: and if said monies be insufficient to cover the amount owing, then the CONTRACTOR or his surety shall pay any additional amounts due.

### 5.4.3 EXTENTIONS OF TIME

The CONTRACTOR shall be entitled to an extension of working time under this Contract only when claim for such extension is submitted to the OWNER in writing by the CONTRACTOR within seven days from and after the time when any alleged cause of delay shall occur, and then only when such time is approved by the OWNER. In adjusting the Contract working time for the completion of the Project, unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, acts of God or the public enemy, acts of the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors due to such causes beyond their control shall be taken into consideration.

If the satisfactory execution and completion of the Contract should require work and materials in greater amounts or quantities than those set forth in the Contract, requiring more time for completion than the anticipated time, then the contract working time shall be equitably increased, but not more than in the same proportion as the cost of the additional work bears to the cost of the original work contracted for. No allowances shall be made for delays or suspension of the performance of the Work due to the fault of the CONTRACTOR.

No adjustment to working time shall be made if, concurrently with the equitable cause for delay, there existed a cause for delay due to the fault or negligence of the CONTRACTOR, his agents, employees or

- Standby will be paid at the invoice daily rental rate, excluding operating cost, which includes fuel, lubricants, repairs, and servicing. The Owner reserves the right to limit the daily standby rate to comparable FHWA rental rates found in the *Rental Rate Blue Book* multiplied by the regional adjustment factor and the rate adjustment factor.
- Standby will be paid for equipment operators when included on the invoice and equipment operators are actually on standby.
- Standby costs will not be allowed during periods when the equipment would have otherwise been idle.
- 7.1.5. **Subcontracting**. An additional 5% of the actual invoice cost will be paid to the Contractor as compensation for administrative cost, superintendence, and profit.
- 7.1.6. **Law Enforcement**. An additional 5% of the actual invoice cost will be paid as compensation for administrative costs, superintendence, and profit.
- 7.1.7. **Railroad Flaggers**. An additional 5% of the actual invoice cost will be paid as compensation for administrative cost, superintendence, and profit.
- 7.1.8. **Bond Cost**. An additional 1% of the total compensation provided in Article 9.7., "Payment for Extra Work and Force Account Method," will be paid for the increase in bond.

## 8. RETAINAGE

The Owner will not withhold retainage on the Contractor. The Contractor may withhold retainage on subcontractors in accordance with state and federal regulations.

## 9. PAYMENT PROVISIONS FOR SUBCONTRACTORS

For the purposes of this article only, the term subcontractor includes suppliers and the term work includes materials provided by suppliers at a location approved by the Engineer.

These requirements apply to all tiers of subcontractors. Incorporate the provisions of this article into all subcontract or material purchase agreements.

Pay subcontractors for work performed within 10 days after receiving payment for the work performed by the subcontractor. Also, pay any retainage on a subcontractor's work within 10 days after satisfactory completion of all of the subcontractor's work. Completed subcontractor work includes vegetative establishment, test, maintenance, performance, and other similar periods that are the responsibility of the subcontractor.

For the purpose of this section, satisfactory completion is accomplished when:

- the subcontractor has fulfilled the Contract requirements of both the Owner and the subcontract for the subcontracted work, including the submittal of all information required by the specifications and the Owner; and
- the work done by the subcontractor has been inspected, approved, and paid by the Owner.

Provide a certification of prompt payment in accordance with the Owner's prompt payment procedure to certify that all subcontractors and suppliers were paid from the previous months payments and retainage was released for those whose work is complete. Submit the completed form each month and the month following the month when final acceptance occurred at the end of the project.

The inspection and approval of a subcontractor's work does not eliminate the Contractor's responsibilities for all the work as defined in Article 7.17., "Contractor's Responsibility for Work."

The Owner may pursue actions against the Contractor, including withholding of estimates and suspending the work, for noncompliance with the subcontract requirements of this section upon receipt of written notice with sufficient details showing the subcontractor has complied with contractual obligations.

## 10. FINAL PAYMENT

When the Contract has been completed, all work has been approved, final acceptance has been made in accordance with Article 5.12., "Final Acceptance," and Contractor submittals have been received, the Engineer will prepare a final estimate for payment showing the total quantity of work completed and the money owed the Contractor. The final payment will reflect the entire sum due, less any sums previously paid.

- 680 HIGHWAY TRAFFIC SIGNALS (416)(610)(618)(624)(625)(627)(628)(636)(656)(682)(684) (686)(688)
- 681 TEMPORARY TRAFFIC SIGNALS (416)(610)(618)(620)(621)(622)(624)(625)(627)(628)(636)(644) (656)(680)(682)(684)(686)(687)(688)(690)
- 682 VEHICLE AND PEDESTRIAN SIGNAL HEADS
- 684 TRAFFIC SIGNAL CABLES (9)
- 686 TRAFFIC SIGNAL POLE ASSEMBLIES (STEEL) (416)(421)(441)(442)(445)(449)
- 687 PEDESTAL POLE ASSEMBLIES (445)(449)(656)(682)
- 688 PEDESTRIAN DETECTORS AND VEHICLE LOOP DETECTORS (9)(618)(624)(324)(682)(684)
- 690 MAINTENANCE OF TRAFFIC SIGNALS (416)(421)(476)(610)(618)(620)(622)(624)(625)(627) (628)(636)(656)(680)(682)(684)(685)(686)(687)(688)

#### C. SPECIAL PROVISIONS:

Special Provisions and General Notes will govern and take precedence over the Standard Specifications and Specifications enumerated hereon wherever in conflict therewith.

( <u>ITEM</u>	$\frac{1111}{4}$
SPECIAL PROVISION 000-001	Important Notice to Contractors
SPECIAL PROVISION 004-002	Scope of Work
SPECIAL PROVISION 005-002	Control of the Work
SPECIAL PROVISION 006-012	Control of Materials
SPECIAL PROVISION 007-001	Legal Relations and Responsibilities
SPECIAL PROVISION 007-004	Legal Relations and Responsibilities
SPECIAL PROVISION 132-002	Embankment
SPECIAL PROVISION 247-003	Flexible Base
SPECIAL PROVISION 300-015	Asphalts, Oils, and Emulsions
SPECIAL PROVISION 341-001	Dense – Graded Hot-Mix Asphalt
SPECIAL PROVISION 421-002	Hydraulic Cement Concrete
SPECIAL PROVISION 441-001	Steel Structures
SPECIAL PROVISION 465-001	Junction Boxes, Manholes, and Inlets
SPECIAL PROVISION 506-001	Temporary Erosion, Sedimentation, and Environmental Controls
SPECIAL PROVISION 636-001	Signs
SPECIAL PROVISION 643-001	Sign Identification Decals
SPECIAL PROVISION 666-007	Retroreflectorized Pavement Markings
SPECIAL PROVISION 680-006	Highway Traffic Signals

### **D. SPECIAL SPECIFICATIONS:**

Special Provisions and General Notes will govern and take precedence over the Standard Specifications and Special Specifications enumerated hereon wherever in conflict therewith.

ITEMTITLE856Moisture Treated Subgrade (110,132,210,216)6090LED Internally Illuminated Street Name Signs6109Powder Coating6292Radar Vehicle Detection System for Signalized Intersection ControlCC543Cable Barrier SystemCC502Railroad Flagging

# Special Provision 000 Important Notice to Contractors



As of June 11, 2019, utilities within the project limits have not been cleared. The County anticipates clearance by the dates listed below. Unless otherwise stated, clearance of these obstructions will be performed by their owners. Estimated clearance dates are not anticipated to interfere with the Contractor's operations. In the event the clearance dates are not met, requests for additional compensation or time will be made in accordance with the standard specifications.

UTILITY				
Utility Owner Approximate Location		Estimated Clearance Date	Effect on Construction	
GCEC	<ol> <li>Overhead electric line, North of existing CR 51 Begin of project to Sta 1020+00</li> <li>Overhead electric line, North of existing CR 53 Sta 1073+00 to Sta 1092+00</li> </ol>	1. August 30, 2019 2. August 30, 2019	<ol> <li>Possible conflict in TCP PH 1A</li> <li>Possible conflict in TCP PH 1B</li> </ol>	
ONCOR	<ol> <li>Overhead electric line, South of Access Rd, Begin of Project to Sta 1015+00</li> <li>Overhead electric line, Crossing Access Rd at Sta 1058+00</li> <li>Overhead electric line, South of Access Rd, Sta 1091+00 to End of Project</li> </ol>	1. August 30, 2019 2. December 31, 2019 3. December 31, 2019	<ol> <li>None</li> <li>Retaining Wall construction.</li> <li>None</li> </ol>	
ATMOS	<ol> <li>Underground gas South of Access Rd, Begin of Project to Sta 1027+00</li> </ol>	1. August 30, 2019	1. None	
City of Celina	<ol> <li>Water line, Crossing Access Rd at Sta 1063+00</li> <li>Water Line, Sta 1072+00 to Sta 1092+00</li> </ol>	1. December 31, 2019 2. December 31, 2019	<ol> <li>Possible bridge column conflict</li> <li>Possible conflict in TCP PH 1B</li> </ol>	

### OUTER LOOP ACCESS ROAD IFB NO. 2019-109

Curb transition is paid for as Type II curb.

The installation of curb openings is not paid for directly, but is considered subsidiary to this item.

Place construction, sawed and contraction joints in accordance with the pavement detail sheet and as directed. Joint locations, other than as shown on the plans, are subject to approval. Pavement leaveouts are required on this project as necessary to provide for traffic at driveways and side streets as shown in the plans or as directed. The cost of providing these leaveouts, including the construction of a suitable crossover connection at each site, is not paid for directly but is considered subsidiary to this item.

If a traveling form paver is used, provide one equipped with an electronically operated horizontal control device.

Use "mechanical steel placing equipment" at the discretion of the Engineer.

Supply the Engineer with a list of certified personnel and copies of their current ACI certificates before beginning production and when personnel changes are made. Supply hard copies of calibration reports for testing equipment when required by the Engineer.

#### Item 400:

Structural Excavation is not paid for directly but is considered subsidiary to pertinent Items.

When placing concrete storm drain pipe on slopes of greater than 10 percent, provide cement stabilized backfill to a depth shown on the plans.

#### Item 416:

Provide a minimum of one core per bent, regardless of placement method.

Provide a formed smooth finish for all portions of drill shafts extending above proposed ground. Include cost for this work in the unit bid price for this item.

Traffic signal pole foundations will be paid for once regardless of extra work caused by obstructions.

Concrete removal required for installation of drilled shafts will be subsidiary to Item 416.

#### Item 420:

Mass concrete is a plans quantity item.

Apply an ordinary surface finish to all concrete surfaces within 30 days after form removal.

Form columns to a point a minimum of one foot below the proposed future or existing bottom of channel elevation indicated on the bridge layouts by an acceptable method. This form work is not paid for directly, but is considered subsidiary to this item.

#### BENT NUMBERING:

For bridges with four or more spans, number every third bent (counting the abutments) on the up-station and down-station faces of the outside column(s) at approximately the mid height of the column. For structures with three columns or less per bent, place numbers on column A. Where there are four or more columns per bent, place numbers on both outside columns. Bent numbers shall be as shown on the bridge layout.

### OUTER LOOP ACCESS ROAD IFB NO. 2019-109

Provide block numbers with a height of 6". Place numbers using appropriate die cut stencils and black paint.

All materials, labor and incidentals associated with placing bent numbers are subsidiary to the various bid items.

For bridges with aesthetic treatments, the numbering will be incorporated into the aesthetics package.

## Item 421:

Furnish mix designs to the Engineer in a format compatible to the latest version of the Department's Construction Management System (Site Manager). Mix Design templates will be provided by the Engineer.

Provide High Performance Concrete (HPC) of the class specified for the following bridge components: approach slabs, abutments, bents, columns, slabs, sidewalks and medians.

Provide High Performance Concrete (HPC) of the class specified for all railing and permanent concrete traffic barrier placed on bridges or approach slabs. HPC concrete is not required for portions of rail or concrete traffic barrier not located on a bridge.

Provide sulfate resistant concrete for box culverts and all drilled shafts.

Strength evaluation using maturity testing, Tex-426-A, may be used for all concrete elements except drilled shafts and mass concrete pours.

Provide a digital hydraulic compression testing Machine and accessories. The machine shall have a minimum testing range of 2500 pounds force to 250,000 pounds force with a hydraulic switching valve to allow for rapid advancing, hold, controlled advancing and rapid retracting. The machine shall have a load cell to measure compressive forces within the testing range and shall be calibrated and verified in accordance with ASTM latest version. The Machine can meet or exceed the following when approved by the Engineer:

ELE International ACCU-TEK250 Digital Compression Tester including accessories or Forney F-250EX Standard Compression Machine including accessories or Owner approved equal.

Supply the Engineer with a list of certified personnel and copies of their current ACI certificates before beginning production and when personnel changes are made. Supply hard copies of calibration reports for testing equipment when required by the Engineer.

Provide sulfate resistant concrete for all drilled shafts.

### Item 423:

For Mechanically Stabilized Earth (MSE) walls, provide a system from one of the following approved suppliers:

Reinforced Earth Walls	The Reinforced Earth Company 1331 Airport Freeway, Suite 302 Euless, TX 76040-4150	(817) 283-5503
Reinforced Soil Embankment Walls	Texas Welded Wire, Inc. 645 W. Hurst Blvd. Hurst, TX 76053	(817) 282-4560

#### Question 1.

Substantial completion is defined as usable to the owner yet the LD's reflect substantial/final at the same timeline. Can you clarify?

#### Response:

Final Completion has been edited to add 30 days of time to the substantial completion amount, bid book Pg 107. (See Attached Sheets)

#### **Question 2.**

Will crushed concrete be acceptable for the base material?

#### Response:

Existing soils consist of high levels of sulfates, crushed concrete will not be suitable for base material.

#### Question 3.

Would a HMA mix design using the Superpave Gyratory Compactor (SGC) at a target laboratory density of 96.0% be considered as acceptable as opposed to the Texas Gyratory Compactor (TGC) at a target laboratory molded density of 97.0%? By using the SGC rather than the TGC we can give you a design with a higher asphalt content that will last longer and will not require as much maintenance in the long run as a standard TGC mix. Most TXDOT Area Offices are already requiring the SGC to be used in the design process and is outlined in Table 9 of the 2014 341 specification.

#### Response:

Both Superpave Gyratory Compactor (SGC) and Texas Gyratory Compactor (TGC) are acceptable as outlined in Item 341.

#### Question 4.

The general notes for Item 400 on Sheet 235 of the Spec Book state that "Structural Excavation is not paid for directly but is considered subsidiary to pertinent Items." With that note in mind, what is the intent of Bid Item 26: 400 6001 STRUCT EXCAV 2,564 CY? What excavation is this covering?

#### Response:

"Structural Excavation is not paid for directly but is considered subsidiary to pertinent items" will be removed from Item 400, bid book Pg 235. Refer to retaining wall sheets, Plans sheets 168-172 for excavation limits. (See Attached Sheets)

#### Question 5.

Normally there is a period of time between Substantial Completion and Final Completion where we would have the opportunity to finalize punch-list type items. Please clarify how much time is allotted upon achievement of Substantial Completion to achieve Final Completion. (Contract Agreement Section 5.4.1, p. 107)

Response:

Final Completion has been edited to add 30 days of time to the substantial completion amount, bid book Pg 107. (See Attached Sheets)

#### **Question 6.**

Page 210 of the specifications (Moisture Treated Subgrade) says to "4.3 Polyethylene Sheeting Installation. Install the poly sheeting as shown on the plans." Is poly sheeting required for this item, and can a detail be provided?

#### Response:

Added Polyethylene Sheeting to Proposed Excavation Details, Plan sheet 16. (See Attached sheets)

#### Question 7.

Does or can the contractor have the option of using cast in place inlets in lieu of precast?

#### Response:

See response to Question 9 of Addendum No. 1.

#### Question 8.

There is a very large amount of water required for this project. This job falls within the Celina Out of City Water Rate of \$20.12/MG. Is there a designated source that Collin County has available to reduce this cost?

#### Response:

Collin County does not have a designated source for water.

#### **Question 9.**

Item 11: 132 6026 002 EMBANKMENT (FINAL) (DENS CONT) (TY C2): The bid item value is 3,502 CY. The Retaining Wall Summary, sheet 29, shows 1,751 CY, which is exactly 1/2 of the 3,502 value. Please confirm the correct value.

#### Response:

Embankment quantity has been updated on Plan sheet EQ1 and 20 and bid book Pg 39. (See Attached Sheets)

#### Question 10.

Section 3.1.3 of the Contract Agreement states that the Contractor is responsible for securing and paying for all permits, licenses, and inspections necessary for proper execution and completion of the work. It is unclear if this would also include any environmental permits, assuming such are required. Are there any potential environmental concerns/issues for the project that would necessitate us or the Owner to obtain a permit (i.e., 404 permits and the like)?

#### Response:

Refer to EPIC sheet, Plan sheet 382, for any environmental permit requirements.

#### Question 11.

On page 12 of the 640-page, electronic specifications document, Article 1.3 appears to assign responsibility for site conditions to Contractor by stating unrealistic offers of site investigation and exploration. AIA A201 General conditions of the Contract for Construction, model comprehensive template for the contract in construction industry, Section 1.2.1 provides that the performance by the Contractor is required only to the extent "consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results". Further, Section 3.2 expressly states that the Contractor's review is made in its capacity as a contractor (as opposed to a licensed design professional) and is not for the purpose of discovering design errors or omissions or ascertaining the project's design compliance with applicable laws or codes. Please confirm that Bidder's review is made in its capacity as a contractor with a place to a license.

#### Response:

Article 1.3 to remain, Contractor shall bid accordingly.

#### Question 12.

On page 12 of the 640-page, electronic specifications document, Article 1.3 F. only indicates that right-ofway, easements and access are indicated in the plans. Please confirm that the Owner acknowledges its common law duty to provide access to the site and the Work and disclose any known limitations on Access to the Site or the Work, including those imposed by the Owner, if any, for pricing and inclusion in the Contractor's proposal.

#### Response:

The Owner acknowledges its common law duty to provide access to the site and the Work and disclose any known limitations on Access to the Site or the Work, including those imposed by the Owner, if any, for pricing and inclusion in the Contractor's proposal.

#### Question 13.

On page 12 of the 640-page, electronic specifications document, Article 1.3 addresses Bidders responsibility for the errors in the bid resulting from Bidder's not identifying or becoming informed of undisclosed information. However, the Contract Documents are silent as to the adequacy of the design for the Project. Industry practice and standards like Section 3.12.10 of the AIA A201-2007 document provide that in construction projects, like this one (where the plans and technical specifications are developed by a professional engineer and provided by the Owner), the Contractor neither provides nor furnishes design services unless those are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods or techniques. Please confirm that the Contract Documents have issued consistent with that intended allocation of design responsibility.

#### Response:

Contract documents have been designed and sealed by Licensed Professional Engineers in the State of Texas and provided by Collin County for bidding purposes. The design follows industry practice and standards. Unless specifically required by the Contract documents, the Contractor neither provides nor furnishes design services or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods or techniques. This a confirmation of the allocated responsibilities for these Contract Documents.

#### Question 14.

On page 111 of the 640-page, electronic specifications document, Article 5.3.4 appears to indicate that the Owner may take beneficial occupancy of a portion of the Work without additional compensation and before the Work is Substantially Complete. If the Owner takes beneficial occupancy of part of the Work and if that reasonably increases the cost to the Contractor to complete the remaining Work (say, for example, by increasing traffic control or reducing access to incomplete Work), please confirm that the Owner intends to negotiate associated cost and time impacts reasonably, or explain what is intended.

#### Response:

Traffic control plans anticipate traffic shown in later phases of work. Bid the work so that the traffic control provided in later phases is included.

#### Question 15.

On page 16 of the 640-page, electronic specifications document, Article 1.10 B indicates that, ""The Bid Security of the other bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh (7th) consecutive calendar day after the effective date of the Agreement or the ninety-fifth (95th) consecutive calendar day after the bid opening, whereupon, the Bid Security furnished by such bidders will be returned. Bid Security with bids which are not competitive will be returned within seven (7) consecutive calendar days after the contract award."" This could needlessly tie up bonding capacity for unsuccessful bidders. Please clarify that ""Bid bonds for all but the apparent low bidder and the next two low, responsive and responsible bidders will be held until the earlier of the seventh (7th) consecutive calendar day after the effective date of the Agreement or the ninety-fifth (95th) consecutive calendar day after bid

#### Response:

Article 1.10B is clear as written in regard to the holding and return of the bid security of bidders.

#### Question 16.

On page 16 of the 640-page specifications document, after clarifying Article 1.10B as requested in the separate RFI please eliminate Article 1.10D

#### Response:

Article 1.10D shall stays as written.

#### Question 17.

On page 111 of the 640-page, electronic specifications document, Article 5.4.2 indicates that Substantial Completion and Final Completion are both required by 632 calendar days following notice to proceed. We understand this to mean that the Contractor is therefore to complete all administrative close-out items on the same timeline construction completion. Please confirm, though, that the Owner is not requiring and will not require a FINAL INSPECTION after Substantial Completion or explain how simultaneous accomplishment is possible.

#### Response:

Final Completion has been edited to add 30 days of time to the substantial completion amount, bid book Pg 107. (See Attached Sheets)

Question 18.

On page 112 of the 640-page, electronic specifications document, Article 5.4.2, sub-articles A. and BP. [sic}, indicate, liquidated damages in the amount of \$2,000/day for each. As both have the same deadline, please confirm that daily LDs are \$2,000 per day or explain how the doubling is not a clear penalty."

#### Response:

Final Completion has been edited to add 30 days of time to the substantial completion amount, bid book Pg 107. (See Attached Sheets)

#### Question 19.

On page 21 of the 640-page, electronic specifications document, Art. 1.30 in SECTION 002113 -INSTRUCTIONS TO BIDDERS, Delays and Extension of Time clause, states that "In no event shall the Contractor be entitled to make a claim for delay, impact or acceleration damages against the Owner." Such a "no damages for delay" clause is inequitable, and ruled unenforceable in construction contracts since the clause could allow an Owner to hold a Contractor responsible for Owner errors, delays and decisions and could allow an Owner to compel improperly the Contractor to accelerate or "crash" the schedule without additional compensation in order to avoid granting contract time extensions which are properly owed. In Zachry v Port of Houston Authority, Texas courts outline the exception to the "no-damages-for-delay" clause, if present in the contract, which is "arbitrary and capricious acts, active interference, bad faith, and fraud".

#### Response:

Section 1.30 to remain. Contractor shall bid accordingly.

#### Question 20.

On page 147 of the 640-page, electronic specifications document, in Item 4L, Scope of Work, Article 5. Differing Site Conditions, the Contract Documents address two types of differing site conditions (DSC) and state that "If the differing site conditions cause an increase or decrease in the cost or number of working days specified for the performance of the Contract, the Engineer will make adjustments, excluding the loss of anticipated profits, in accordance with the Contract." Please confirm that the Owner intends to provide time and compensation for any such proper DSC situation, or explain what is intended.

#### Response:

Owner intends to provide time and compensation for any such proper and reasonable Differing Site Conditions situation.

#### Question 21.

On page 112 of the 640-page, electronic specifications document, Article 5.4.2, sub-articles A. and BP. [sic], indicate liquidated damages [LDs] in the amount of \$2,000/day for each. As both have the same deadline, please confirm that daily LDs are \$2,000 per day starting 632 days following notice-to-proceed or explain how the doubling is not a penalty and therefore unenforceable.

#### Response:

Final Completion has been edited to add 30 days of time to the substantial completion amount, bid book Pg 107. (See Attached Sheets)

#### Question 22.

Please provide copies or information on all Railroad easements, if any, necessary for Contractor to perform work within the Project Right-of-Way, and identify any known limitations on access to the Work.

#### Response:

Refer to Appendix A, Exhibit A of bid book for railroad agreement.

#### Question 23.

The contract provides conflicting information on retainage. The contractor is providing P&P and Maintenance bonds, and retainage (other than for cause) is merely an added construction financing cost passed on to the Owner with no added benefit. On page 173 of the 640-page, electronic specifications document, Item 9L, para. 8 states, "<u>The Owner will not withhold retainage on the Contractor</u>." On p. 106 of the 640-page, electronic specifications document, Art. 5.2.3 states, "Within thirty (30) days of the Owner's receipt of a properly submitted and correct Application for Payment, and the issuance of a Certificate for Payment, the Owner shall make payment to the Contractor, in the amount approved by the Owner less 5% retainage." Please confirm that the Owner does not intend to hold retainage except for cause or clarify such that the financing cost is included in bids.

#### Response:

Item 9L, 8. Retainage, bid book Pg 169, has been edited to match Section 5.2.3. (See Attached Sheets)

#### Question 24.

Please identify any known restrictions on access to the site or the Work within the Project Right-of-Way.

#### Response:

No known restrictions on access to the site or the work within the project right of way.

#### Question 25.

Specs PDF, in the discussion of termination of Work, confirm the following: "In the event that the Owner terminates the Contractor or the Contractor, such termination relieves the Contractor of any warranty obligation." If the Owner intends otherwise, please explain how any warranty is expected to be used following such termination.

#### Response:

Refer to bid book Pg 97, Section 3.8 Warranties.

#### Question 26.

The Contract is silent as to any expected impacts on the Critical Path with respect to any utility relocations within the Project Right-of-Way. If any such delays are expected or any such conflicts are known, please identify those by utility and conflict location.

#### Response:

Special Provision 000-001 Important Notice to Contractors has been added to bid book Pgs 175-176.

### Question 27.

Please clarify and confirm the Owner shall review any delay by any utility company in relocating any utility service which causes a delay to the project Critical Path and for which there is no separate Contractorcaused project delay, after proper notice and presentment of a proper request, for equitable adjustment of the Contract Time and Contract Price. The Owner shall assist in coordination with utility owners with respect to the relocation of any existing or discovered utilities that impact the project work.

#### Response:

The Owner shall review any delays by any utility company which may cause delay in the project.

#### Question 28.

Please provide information on utility easements and restrictions, if any, on access to the project Work, if currently known by the Owner, and for Contractor review.

#### Response:

Utility easements are identified in plans.

#### Question 27.

If undisclosed subsurface infrastructure causes an increase in the Work, will that be handled per SECTION 005213 – CONSTRUCTION AGREEMENT, Article 2.2.3 Extra Work/Change Orders on p. 76 of the 640-page specifications PDF, or if not, how will that be addressed?

#### Response:

Refer to Item 4L, Section 5 Differing Site Conditions. Bid book Pg 143.