



**COLLIN COUNTY**

Office of the Purchasing Agent  
2300 Bloomdale Road  
Suite 3160  
McKinney, Texas 75071  
[www.collincountytx.gov](http://www.collincountytx.gov)

**ADDENDUM NO. Two (2)**

**IFB 2020-410**

**INVITATION FOR BID**

**FOR**

**CONSTRUCTION OF CONCRETE RETAINING WALL**

Date: December 1, 2020

NOTICE TO ALL PROSPECTIVE BIDDERS:

PLEASE MAKE THE FOLLOWING CHANGES TO THE INVITATION FOR BID:

REMOVE DOCUMENT: EXHIBIT C – Site Plan 3 - engineer  
REPLACE WITH: EXHIBIT C – REVISED Addendum 2 Site Plan 3

REMOVE DOCUMENT: REVISED – Special Conditions and Specifications  
REPLACE WITH: REVISED – Addendum 2 Special Conditions and Specifications (revisions in red)

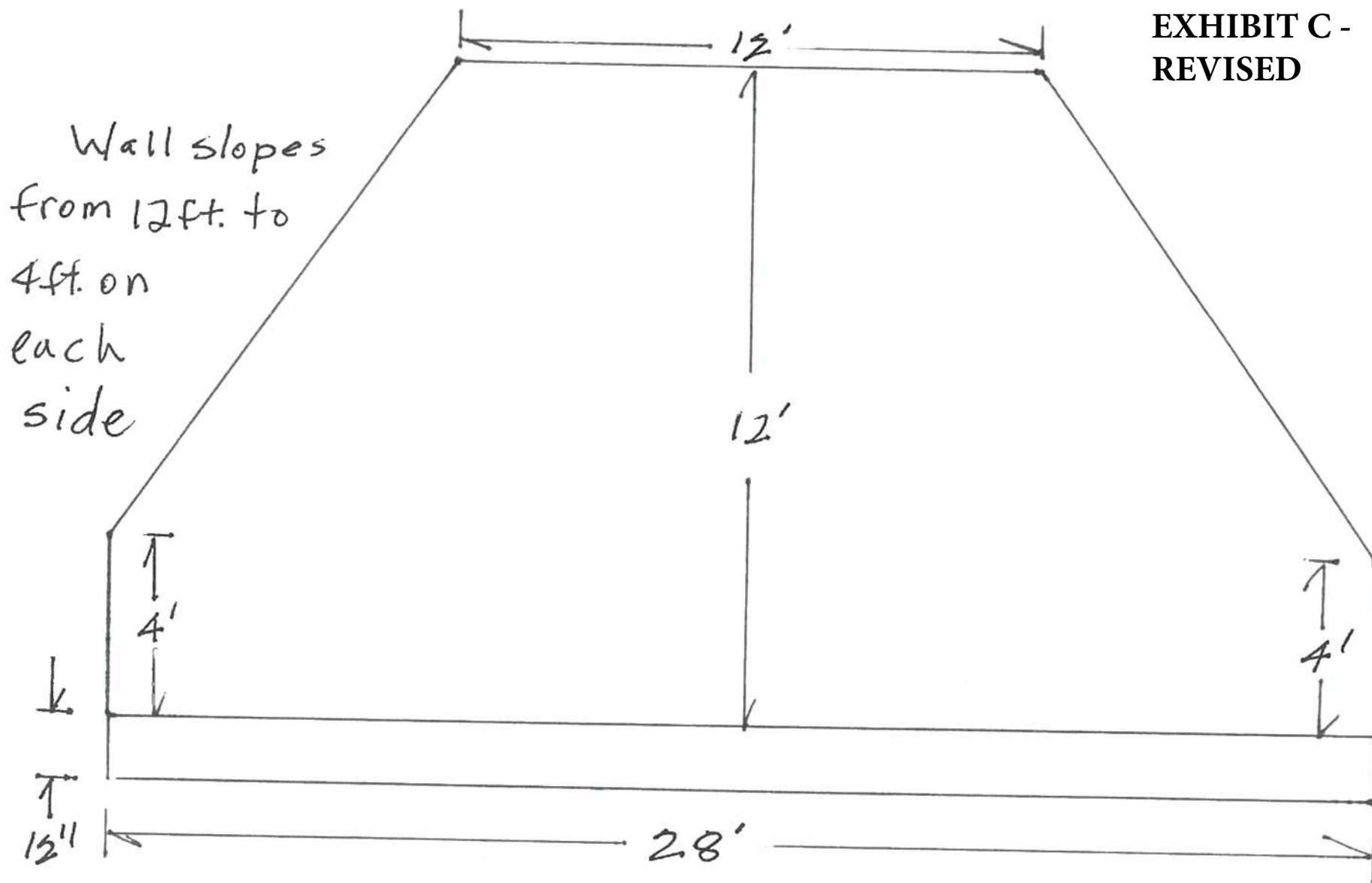
ADD DOCUMENT: ATTACHMENT A – Payment Bond

ADD ATTRIBUTE: #25 - ADDENDUM 2 ACKNOWLEDGEMENT

PLEASE NOTE ALL OTHER TERMS, CONDITIONS, SPECIFICATIONS, DRAWINGS, ETC. REMAIN UNCHANGED.

SINCERELY,  
MICHELLE CHARNOSKI, CPPB  
PURCHASING AGENT

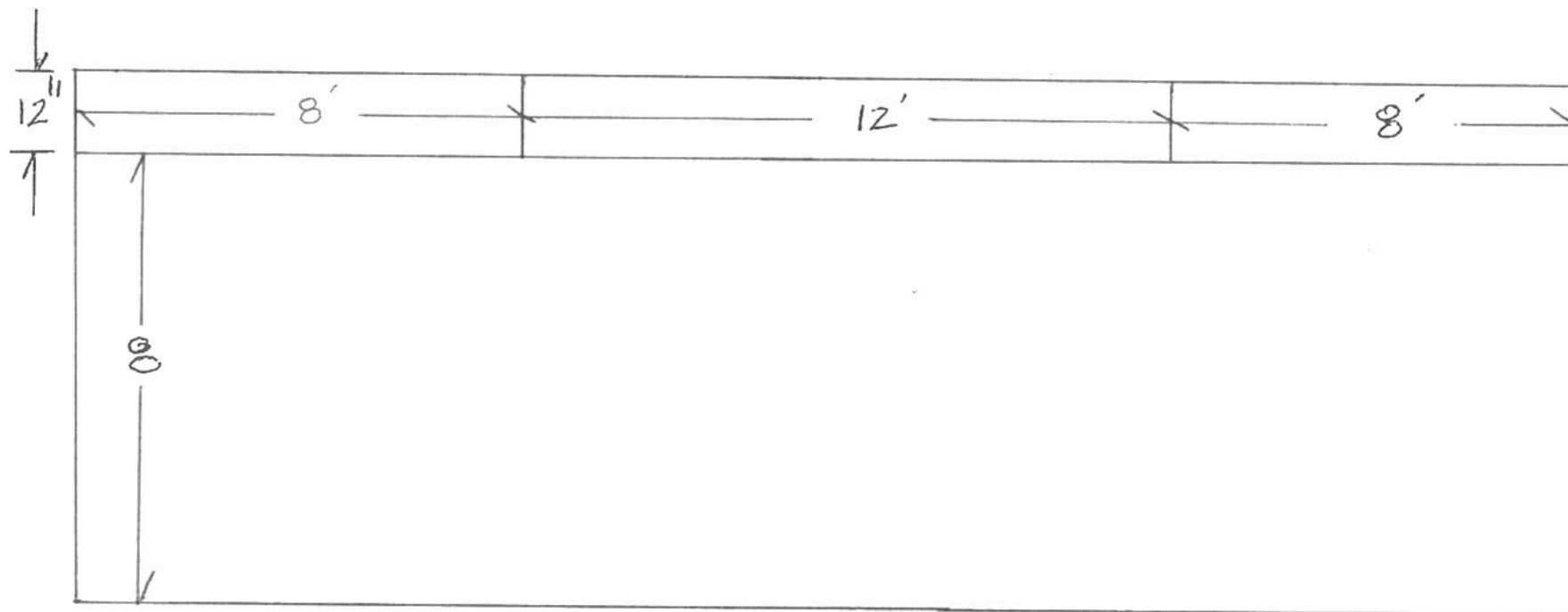
EXHIBIT C -  
REVISED



Front View (NTS)



*[Signature]*  
11/24/2020

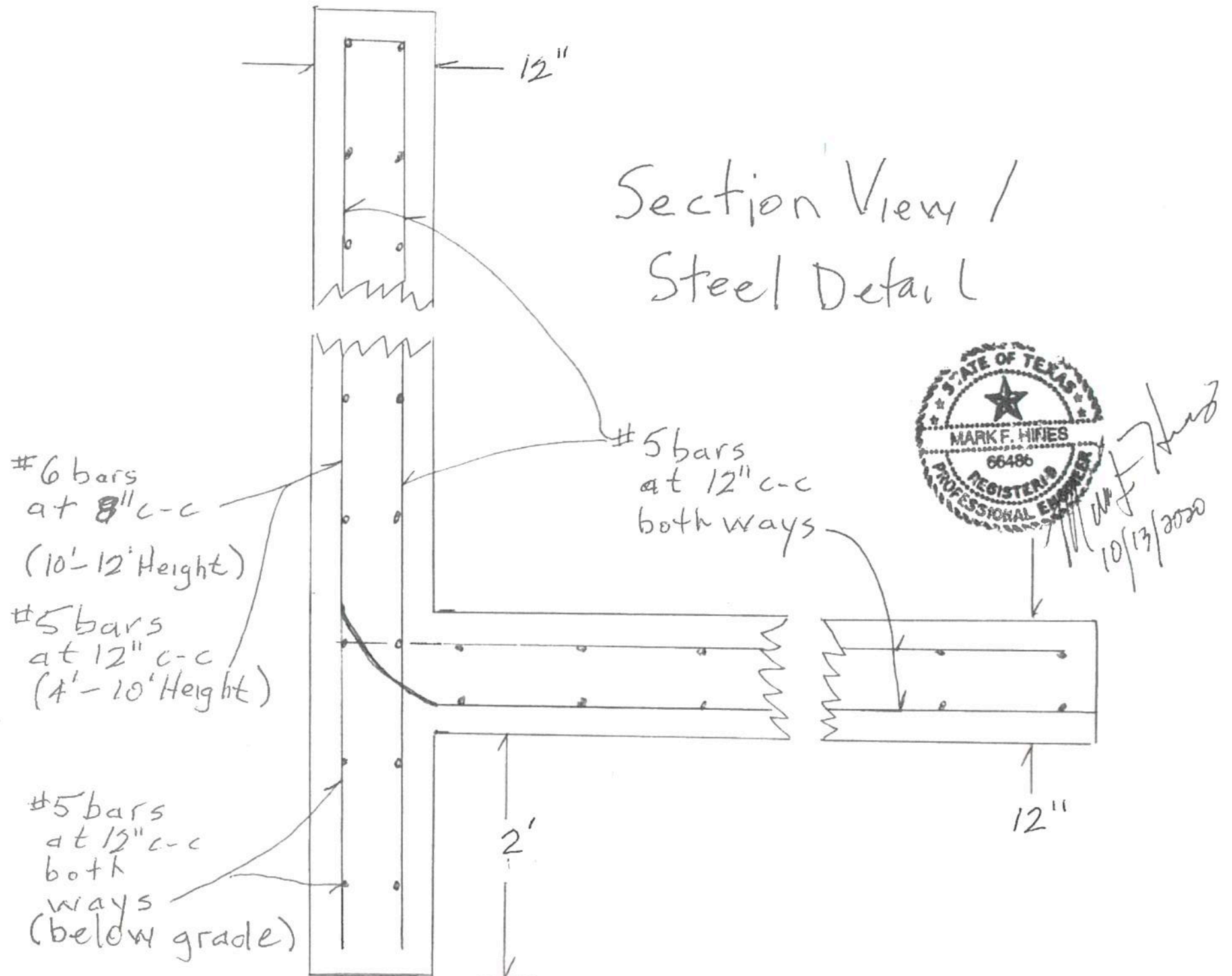


TOP VIEW (NTS)



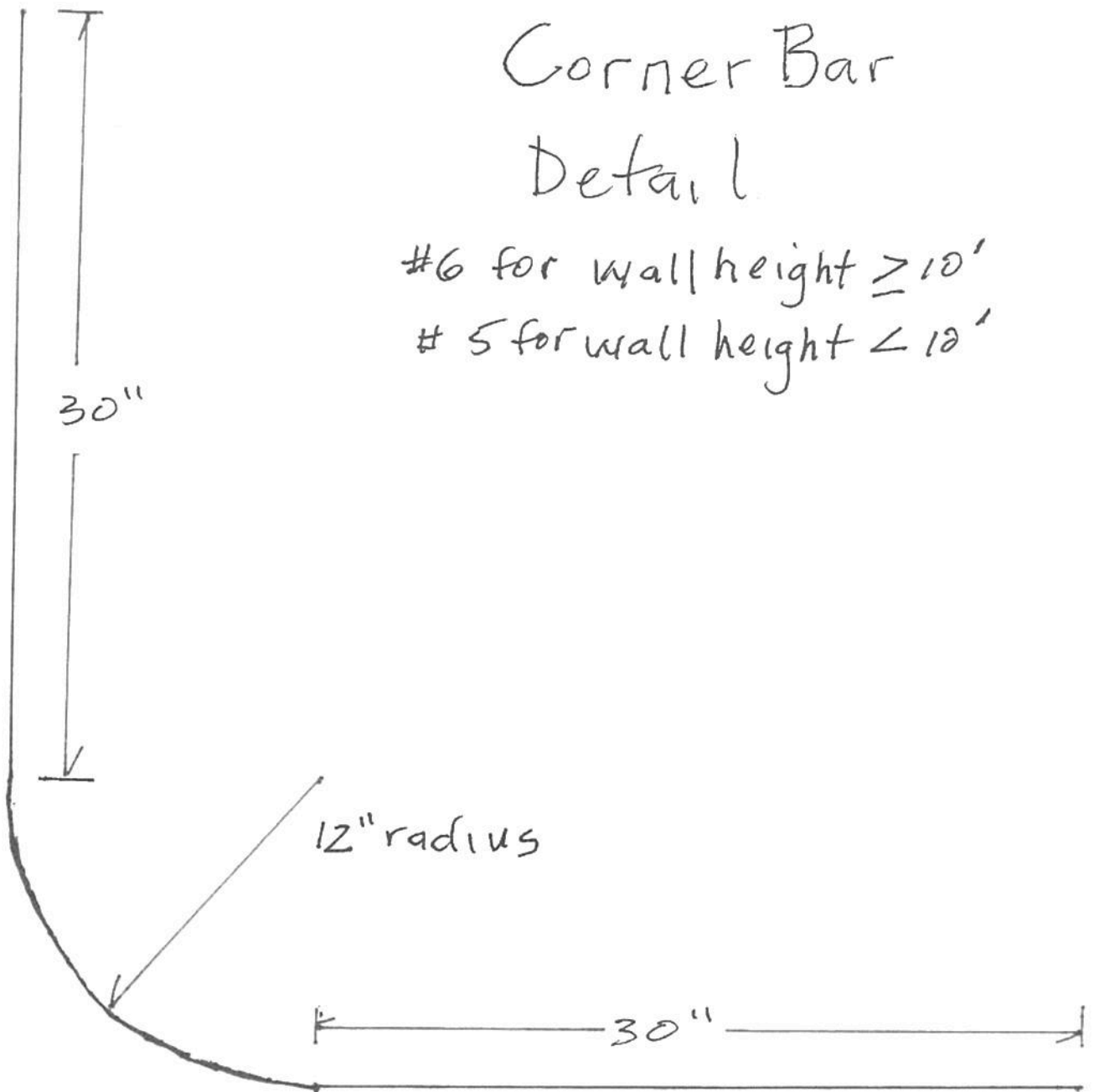
*Mark F. Hines*  
10/13/2020

# Section View / Steel Detail



# Corner Bar Detail

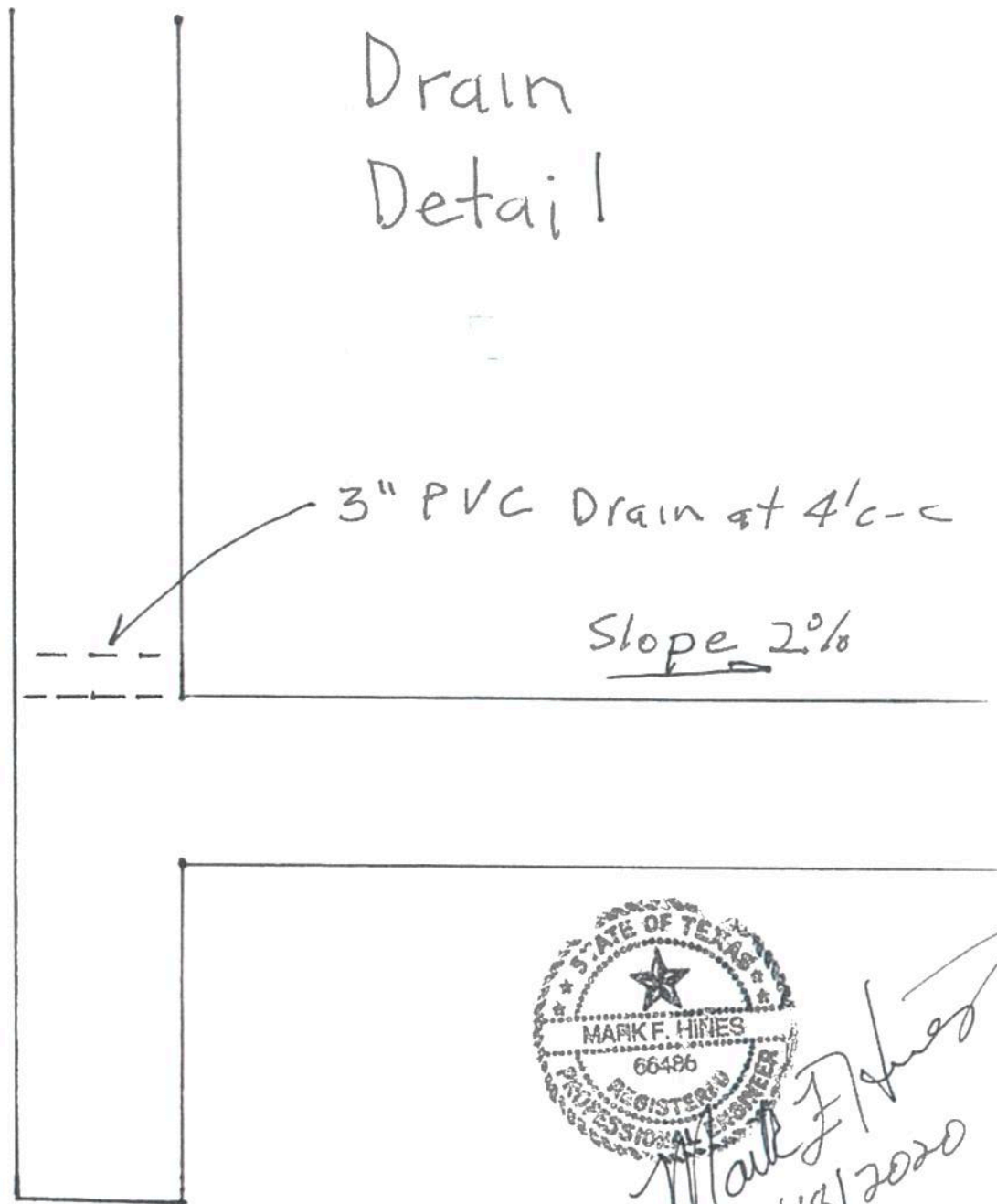
#6 for wall height  $\geq 10'$   
#5 for wall height  $< 10'$



*Mark F. Hines*  
10/13/2020

Compacted  
Flex base  
(by others)

# Drain Detail



Mark F. Hines  
11/18/2020

#### 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 **Construction of Concrete Retaining Wall, IFB 2020-410**.
- 4.2 Purpose: Collin County is seeking bids for the construction of a reinforced concrete retaining wall at the Collin County McKinney stockpile location per the plans, specifications, and the Texas Department of Transportation Standard Specifications for Construction adopted in 2014, Item 423. Price must include all labor, materials, and equipment for turnkey construction per the plans and specifications.
- 4.3 Term: Provide for a contract commencing on the date of the award and continuing until the project is complete.
- 4.4 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Collin County fiscal year shall be subject to budget approval.
- 4.5 Delivery/Completion/Response Time: Bidder shall state the number of calendar days to complete the project at the County's designated location after receipt of purchase order.
- 4.6 Delivery/Setup/Installation Location: Location for delivery and installation is Collin County McKinney Stockpile located at GIS coordinates 33.244353, -96.627211. (See Exhibit A – Site Plan 1 and Exhibit B – Site Plan 2) Delivery/freight/fuel surcharge, assembly, set-up and installation or any other fees shall be included in the bid price.
- 4.7 Approximate Usage: Estimated value of this contract is \$30,000.00. Approximate usage does not constitute an order, but only implies the probable quantity the County may use.
- 4.8 Complete units: the units shall be new and unused and of current manufacture. Units shall be furnished complete and ready to use including installation of all standard and optional equipment as specified in this IFB. All items not specifically mentioned but necessary to render the unit complete and operational shall be included in the proposed price.
- 4.9 Evaluation and Award: Award of the contract shall be made to the responsive bidder(s) who submits the lowest and best bid meeting specifications. Collin County reserves the right to award or reject by line item, or as a whole as it deems to be in the best interest of the county. The bidder's past experience of honoring contracts at the bid price as well as their past delivery history with Collin County, will be an important consideration in the evaluation of the lowest and best bid. Bidders failing to provide the information necessary for the evaluation of the bid may be considered non-responsive.
- 4.10 Bid Documents: Bidder shall notify Collin County prior to bid if the bid documents are missing scope, incomplete, or contrary to actual site conditions.

- 4.11 Subcontractors: Bidder shall state names of all subcontractors and the type of work they will be performing. If a bidder 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.
- 4.12 No bidder whose bid is accepted shall (a) substitute any subcontractor, or (b) permit a subcontractor to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original proposal without approval in writing from the Collin County Purchasing Department.
- 4.13 The successful bidder 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 bidder's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.
- 4.14 Warranties: If within one year after final acceptance of the work by Collin County, any of the workmanship or material is found to be defective or not in accordance with the specifications of the contract, the Contractor shall correct within three business days after receipt of a written notice from the County to do so. The County shall give such notice promptly after discovery of the condition.
- 4.15 The Contractor shall remove from the site all portions of the work which are defective or nonconforming and which have not been corrected unless removal is waived in writing by the County.
- 4.16 SCOPE AND SPECIFICATIONS: The successful contractor shall provide all materials and labor per the following specifications. Project shall be a turnkey job including all components, materials, parts and labor to complete installations and include cleanup of the job site.
- 4.17 All material/components shall be new and unused.
- 4.18 Collin County will not accept contractor's materials by drop shipment. Contractor must sign for their own deliveries, no exceptions.
- 4.19 Work hours will be Monday through Friday from 7:00 am to 5:00 pm.
- 4.20 Collin County will perform all necessary excavation for the wall, **except for the excavation of the trench for the toe. Contractor shall construct the trench.** Contractor must coordinate with County Representative to schedule excavation; advance notice of 48 hours is required.
- 4.21 Collin County will acquire a permit for the construction from the City of McKinney and will provide the contractor with a copy. Contractor is responsible for contacting the City of McKinney to schedule all required inspections. Prior to scheduling an inspection with McKinney, contractor must receive approval from County Design Engineer.



- 4.22 Immediately prior to placement of any concrete in contact with soil the contractor must thoroughly dampen the soil surface. ~~Collin County will have a water truck on site. Contractor must provide 24 hour notice to County.~~
- 4.23 Contractor shall submit mix design for concrete and steel details for approval to Collin County.
- 4.24 Contractor shall be responsible for all necessary staking and layout to build the wall to specifications. County representative must approve layout prior to forming and placing of steel.
- 4.25 All concrete must be 3000 psi minimum, Class C per TxDOT Item 423.
- 4.26 All steel must be grade sixty (60), per TxDOT Item 440.
- 4.27 All rebar must be adequately supported by chairs to maintain a minimum of three inches (3") cover.
- 4.28 Lap all rebar a minimum of forty (40) bar diameters -- Thirty-inches (30") for #6 bars and twenty-five inches (25") for #5 bars.
- 4.29 Corner bars for wall height of ten (10) feet to twelve (12) feet must be #6 at eight-inches (8") c-c. Corner bars for wall height of less than ten (10) feet shall be #5 at twelve-inch (12") c-c. Tie one rebar of the same size as corner bar to vertical and horizontal section of each corner bar. Extend #5 bars at twelve-inch (12") c-c above the vertical tie to the corner bar to three-inches (3") below top of wall.
- 4.30 Support top mat in slab with #3 bars tied to bottom of mat at spacing adequate to achieve required separation. The slab must be formed, concrete may not be placed against earth on the sides.
- 4.31 ~~Place filter fabric for a vertical height of two feet (2') along the entire length of the back of the wall, place 1" washed rock along the entire length, and wrap filter fabric around the washed rock.~~ Place 3" Sch-40 PVC pipes through the wall at 4 ft. c-c.
- 4.32 Testing of Materials: Observation of the Contractor's work to determine compliance with the Plans and Specifications will include testing of material installed on the Project. Testing of work performed and materials furnished shall be done by an engineering testing laboratory employed by Collin County. The Contractor shall use only materials in the Work, which meet the requirements of the Specifications. Collin County will employ the services of an engineering testing laboratory to make certain inspections and to sample and test the materials to be used in the Work. Prior to construction, The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials and when requested, shall furnish a complete written statement of the origin, composition, and/or manufacturer of any or all materials that are to be used in the Work. All materials not conforming to the requirements of the Specifications will be rejected

4.33 Quality Control: During the construction, Collin County will retain the engineering testing laboratory to perform services related to checking the quality of the Work being performed by the Contractor to determine if the improvements are being constructed in accordance with the Plans and Specifications. THIS QUALITY CONTROL SERVICE DOES NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY WITH REGARD TO CONSTRUCTING THE WORK IN ACCORDANCE WITH THE CONTRACT. THE CONTRACTOR SHALL GIVE THE ON-SITE REPRESENTATIVE OF COLLIN COUNTY SUFFICIENT NOTICE OF HIS INTENTION TO CONSTRUCT ANY PORTION OF THE PROJECT TO ASSURE THE ADEQUATE QUALITY CONTROL OF CONSTRUCTION MATERIALS AND WORKMANSHIP.

4.34 Testing and Quality Control Services shall include but are not limited to the following:

a. Reinforced Concrete Pavement

- (1) Analysis of Aggregates
- (2) Decapitation Tests
- (3) Inspect Aggregate Stockpiles
- (4) Prepare or Check Concrete Batch Design
- (5) Slump and Air Content Tests
- (6) Flexural or Compressive Strength Tests

b. Embankment or Pavement Base and/or Subgrade

- (1) Moisture - Density Curves
- (2) Field Compaction Tests-Test Method ASTM D698-90 Method A

c. Structural Concrete

- (1) Mix Design
- (2) Batch Plant Weight and Moisture Checks
- (3) Slump and Air Tests
- (4) Compressive Strength Tests

d. Two Course Chip Seal

- 1 Aggregate Size
- 2 Liquid Asphalt properties

4.35 Payment for Testing and Quality Control Services: All tests on materials, construction items, products incorporated in the work and / or Work to determine compliance with the Plans and Specifications shall be performed in accordance with NCTCOG Specifications Item 106.5 by the engineering testing laboratory retained by Collin County. Collin County shall pay for the initial testing performed by the engineering testing laboratory retained by Collin County

on materials furnished and Work performed by Contractor. Retesting after failure to pass any test shall be at the sole expense of the Contractor. Payment for any and all Retests may be deducted and permanently withheld from the Contractor's total compensation unless the Contractor pays for such Retests within 20 days of the receipt of an invoice for such Retest.

Collin County shall not be liable for or responsible to pay for tests or Retests performed by any person or entity other than the engineering testing laboratory retained by Collin County for that purpose.

- 4.36 Damages to Property: If the Contractor or its agents or employees damage any private or public property, i.e., water mains, Contractor will be assessed applicable charges. All charges will be deducted from the Contractor's payment. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to Collin County.
- 4.37 Hazardous Material(s) Incident: If any acts of the Contractor or its agents or employees cause County or other forces to respond to a hazardous materials incident, the Contractor will be assessed for the expenses incurred. All charges will be deducted from the Contractor's payment. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to Collin County.
- 4.38 The Contractor shall comply with the bid documents, current Texas Department of Transportation (TxDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, and current Collin County Standard Specifications requirements in addition to all local, state and federal requirements.
- 4.39 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 Collin County. 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. Contractor must haul away all trash offsite.
- 4.40 INSPECTION: At interim points during the construction and upon completion of the job, Collin County shall inspect the service(s) performed. The work will not be accepted until final inspection by County has been completed and the work is satisfactory.
- 4.41 WARRANTIES: If within one year after final acceptance of the work by Collin County, any of the workmanship or material is found to be defective or not in accordance with the specifications of the contract, the Contractor shall correct within five business days after receipt of a written notice from the County to do so. The County shall give notice promptly after discovery of the conditions.
- 4.42 PAYMENT: Payment for the work specified herein will be made on the pertinent Purchase Order. All signed paperwork should be attached to the Purchase Order upon which payment is being requested. Invoices must 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

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

# PAYMENT BOND

STATE OF TEXAS           §  
COUNTY OF COLLIN       §

## KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_, and State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of \_\_\_\_\_.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect. Provided further, that if any legal action be filed on this Bond, venue shall lie in \_\_\_\_\_ Collin County, Texas.

**"PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

### WITNESS

\_\_\_\_\_

### PRINCIPAL

\_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

### SURETY

\_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

### WITNESS

\_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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