

The County of Harrison
State of Texas

Bid # 2020-03

For: Fox Glove Lane Overlay

Bid opens date/time: June 3, 2020 @ 11 am

The enclosed *Invitation to Bid* (ITB) and accompanying *Specifications/Bidder's Response Form* are for your convenience in bidding the referenced products or services for Harrison County.

Sealed bids shall be submitted no later than:

Date/Time: June 3, 2020 @ 11 am

Mark Envelope: Bid-2020-03 Fox Glove Lane Overlay

Bids must be signed by a person having the authority to bind the vendor in a contract. Bids that are not signed will be rejected. Harrison County reserves the right to waive simple informalities in this Invitation to Bid.

Harrison County appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline **will not** be considered for award of the contract. Bids will be opened in the Purchasing Department, 200 West Houston Street, 1st Floor, Room 107, Marshall, Texas. You are invited to attend.

Bids may be withdrawn by the bidder at any time prior to the official opening, but must be withdrawn in person. Alterations may not be made to a bid once submitted, but a new bid may be submitted if the substitution occurs before opening time. After the official opening, bids may not be amended or altered and may not be withdrawn without the approval of the Commissioners Court.

Harrison County is aware of the time and effort expended in preparing and submitting bids to the County. Please let us know if any bid requirements that are causing you difficulty in responding to our bids. We want to make the process as easy and efficient as possible so that all responsible vendors can compete for the County's business.

Awards ordinarily will be made approximately two weeks after the bid opening date. To obtain results or if you have any questions, please contact

Kendl Russell, Harrison County Purchasing Agent at 903.935.8412.

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Harrison County Purchasing Department

Important Notice! The State of Texas has enacted a new law that concerns Vendors doing business with local governments effective January 1, 2006. All Vendors must now register with Harrison County before they submit a bid or proposal. Please take the time to read the information on Conflict of Interest Disclosure provided below.

Harrison County Employees may not accept any gifts from vendors. Please do not offer or provide gifts or favors to Harrison County employees or to County offices.

Conflict of Interest Disclosure

Beginning January 1, 2006, a new state law (Chapter 176 of the Local Government Code) requires all persons contracting, or negotiating to contract, or making a bid to sell goods or services, with or to Harrison County, to file a completed Conflict of Interest Questionnaire with the County Clerk. Failure to comply with this law is a criminal offense. You can read this law at:

<http://www.capitol.state.tx.us/cgi-bin/tlo/textframe.cmd?LEG=79&SESS=R&CHAMBER=H&BILLTYPE=B&BILLSUFFIX=00914&VERSION=5&TYPE=B>

The form can be found through the Purchasing link on the Harrison County Home page: <http://www.co.harrison.tx.us>, or at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

This law does not apply to certain court appointed persons such as attorneys, physicians, interpreters and the like. It is your responsibility to determine whether it applies to you.

The following information applies ONLY to an awarded Bidder/Respondent

The County of Harrison State of Texas

Certificates of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

The Filing Process:

1. Prior to award by Commissioners Court, your firm will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print, sign, and notarize Form 1295.
3. **Within ten (10) business days** from notification of pending award by the Harrison County Purchasing Agent, the completed Form 1295 **must** be submitted to Harrison County.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new contract, renew a contract or make modification and/or amendments to a Harrison County contract.

Instruction and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512)463-5800

By Signing on the "Compliance Page"
Your Firm agrees to adhere to HB 1295 referenced above.

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COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Harrison County Purchasing Agent. Failure to do so may result in termination this contract for default.

DISCLOSURE OF INTERESTED PARTIES

By submitting a bid or proposal in response to this solicitation, the Bidder/Respondent agrees to comply with HB 1295, Government Code 2252.908. Bidder/Respondent agrees to provide Harrison County Purchasing Agent, and/or requesting department, the "Certificates of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of award, renewal, amended or extended contract.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

Signature _____ X

This Form must be SIGNED.

The Original with Original Signature and Two (2) Copies must be returned with Bid

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Instructions/Terms of Contract

By order of the Commissioners Court of Harrison County, Texas, sealed bids will be accepted for:

Fox Glove Lane Overlay

IT IS UNDERSTOOD that the Commissioners Court of Harrison County reserves the right to reject any or all bids for the products covered in this bid request and to waive any formalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Harrison County.

BIDS MUST BE SUBMITTED on the forms included for that purpose in this packet. Each bid should be signed by a person having the authority to bind the vendor in a contract, placed in a sealed envelope and marked clearly on the outside as shown below:

<p><u>Bids should be clearly marked:</u> Bid # 2020-03 Fox Glove Lane Overlay</p>
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BIDS SHOULD BE DELIVERED TO the following address

Wednesday, June 3, 2020, not later than 11:00 a.m.

**Harrison County Purchasing Department
200 West Houston Street
1st Floor, Room 107
Marshall, Texas 75670**

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED

All Bids must be received in the County Purchasing Agent's Office before the opening date and time.

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GENERAL REQUIREMENTS FOR SEALED BIDS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised requests for Sealed Bids; however, these may be superseded, whole or in part, by the INSTRUCTIONS/TERMS OF CONTRACT. Be sure your bid package is complete.

ADDENDA

When specifications are revised, the Harrison County Purchasing Agent will issue an addendum addressing the nature of the change. Bidders must **sign it and include it in the returned bid package.**

ASSIGNMENT

The successful bidder may not assign, sell or otherwise transfer this contract without written permission of Harrison County Commissioners Court.

AWARD

Harrison County reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all Sealed Bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

BONDS

If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or Cashier's Checks are not acceptable.

CONTRACT OBLIGATION

Harrison County Commissioners Court must award the contract and the County Judge or other person authorized by the Harrison County Commissioners Court must sign the contract before it becomes binding on Harrison County or the bidder. Department heads

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are NOT authorized to sign agreements for Harrison County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Harrison County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.

DISQUALIFICATION OF BIDDER

Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Harrison County certifies that the bidder has not violated the antitrust laws of this state codified in §15.01, *et seq.*, Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Sealed Bids may be rejected if the County believes that collusion exists among the Bidders. Sealed Bids in which the prices are obviously unbalanced may be rejected. If multiple Sealed Bids are submitted by a bidder and after the Sealed Bids are opened, one of the Sealed Bids is withdrawn, the result will be that all of the Sealed Bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Bids for different products or services.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the contractor from the using department without penalty of any kind or form to Harrison County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Harrison County's interpretation shall govern.

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GOVERNING LAW

This request for bid is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Bidders shall comply with all applicable federal, state and local laws and regulations. Bidder is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harrison County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

HOLD HARMLESS AGREEMENT

The successful bidder shall indemnify and hold Harrison County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Bidder shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage. Certification of such coverage must be provided to the County upon request.

INSPECTIONS & TESTING

Harrison County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

INVOICES AND PAYMENTS

Bidders shall submit an original invoice on each purchase order after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the bidder for correction. Under term contracts, when multiple deliveries and/or services are required, the bidder may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the bidder should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Harrison County Treasurer's office. Failure to provide this information may result in a delay in payment and/or back up withholding as required by the Internal Revenue Service.

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MAINTENANCE

Maintenance required for equipment proposed should be available in Harrison County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information. If Harrison County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to the County with each delivery, material safety data sheets, which are applicable to hazardous substances, defined in the Act. Failure of the bidder to furnish this documentation will be cause to reject any bid applying thereto.

PRICING

Prices for all goods and/or services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame. All prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails.

BID COMPLETION

Fill out and return to Purchasing, ONE (1) complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE BID NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized company representative should sign the Bid Sheet. Completion of these forms is intended to verify that the bidder has submitted the bid, is familiar with its contents and has submitted the material in accordance with all requirements.

BID RETURNS

Bidders must return all completed Sealed Bids to the office of the Harrison County Purchasing Agent, 200 West Houston St., 1st Floor, Room 107, Marshall, Texas **before 11:00 A.M. LOCAL TIME IN MARSHALL, TEXAS** on the date specified. **Late Sealed Bids will not be accepted.**

PURCHASE ORDER AND DELIVERY

The successful bidder shall not deliver products or provide services without a Harrison County Purchase Order, signed by an authorized agent of the Harrison County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid document. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. Every tender or delivery of goods

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must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Harrison County without prejudice to other remedies provided by law. **Where delivery times are critical, Harrison County reserves the right to award accordingly.**

SCANNED OR RE-TYPED RESPONSE

If in its response, bidder either electronically scans, re-types, or in some way reproduces the County's published bid package, then in the event of any conflict between the terms and provisions of the County's published bid package, or any portion thereof, and the terms and provisions of the response made by bidder, the County's bid package **as published** shall control. Furthermore, if an alteration of any kind to the County's published bid package is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposed.

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SUPPLEMENTAL MATERIALS

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

TAXES

Harrison County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harrison County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harrison County Purchasing Agent.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION

Harrison County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Harrison County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harrison County's satisfaction and/or to meet all other obligations and requirements. Harrison County may terminate the contract without cause upon thirty (30) days written notice. Harrison County reserves the right to award any canceled contract to the next lowest and best bidder as it deems to be in the best interest of the County.

TESTING

Harrison County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

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WAIVER OF SUBROGATION

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harrison County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

WARRANTIES

Bidders shall furnish all data pertinent to warranties or guarantees, which may apply to items in the bid. Bidders may not limit or exclude any implied warranties. Bidder warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Harrison County may return the product for correction or replacement at the bidder's expense. If bidder fails to make the appropriate correction within a reasonable time, Harrison County may correct at the bidder's expense.

VENDORS OWING TAXES

Pursuant to TX Local Government Code 262.0276, Harrison County Commissioners Court has adopted a policy, which requires that vendors' taxes be current as of the date bids/Sealed Bids are due. Bidders with delinquent taxes on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their bid in order to ensure that their bid will be considered. Prior to submitting a bid, vendors are encouraged to visit the Tax Office, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent, Harrison County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids due on or after February 14, 2006.

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It is the intent of Harrison County, Texas, to procure services for Road Overlay on Fox Glove Lane located in Harrison County. Bids must be submitted on the attached forms. By returning this bid with a price quote, vendors certify and agree that:

Late Bids: Bids received in the County Purchasing Agent's Office after the submission deadline will be considered void and unacceptable. Harrison County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp of the County Purchasing Agent's Office shall be the official time of receipt unless otherwise authorized by the Purchasing Agent.

Altering Bids: Bids cannot be altered or amended after the submission deadline.

Sales Tax: Harrison County is exempt, by law, from payment of Texas Sales Tax and Federal Excise Tax.

Contract: Bids, when properly accepted by Harrison County, shall constitute a contract equally binding between the successful bidder and Harrison County. No different or additional terms will become a part of this contract with the exception of change orders approved by the Commissioner's Court.

Change Orders: No oral statement of any person shall modify or otherwise change, or effect, the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be delivered in writing by the County Purchasing Agent, upon approval of the same by the Commissioner's Court.

Conflict of Interest: No public official shall have interest in this contract, In accordance with *Vernon's Texas Codes Annotated, Local Government Code*, Title 5, Subtitle C, Chapter 171.

Ethics: The bidder shall not offer or accept any gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Harrison County.

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Exceptions/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and Harrison County shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The Harrison County Commissioners Court reserves the right within its sole discretion to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

Addenda: Any interpretations, corrections or changes to this *Invitation to Bid* and *Specifications* will be made by written addenda. Sole issuing authority of addenda shall be vested in the Harrison County Commissioners Court and shall be delivered to prospective bidders solely through the Harrison County Purchasing Agent. Addenda will be mailed to all that are known to have received a copy of this *Invitation to Bid*. Bidders shall acknowledge receipt of all addenda.

Bids must comply with all Federal, State, County and local laws concerning these type purchases.

Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate their responsibility and meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics, and;
5. Be otherwise qualified and eligible to receive an award.

Harrison County may request representation and other information sufficient to determine the bidder's ability to meet these minimum requirements listed on the previous page.

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Bidder Shall Provide, with its bid response, all documentation required by this *Invitation to Bid*. Failure to provide this information may result in rejection of your bid.

Successful Bidder Shall defend, indemnify and hold harmless Harrison County and all its officers, officials, agents and employees from all suits, damages, costs (including but not limited to all defense costs), actions or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any conduct of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and hold harmless Harrison County from liability, claim or demand on their part, and its officers, officials, agents, servants, customers and/or employees whether such liability, claim or demand arise from or occur upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises is located. Successful bidder shall pay any judgment costs that may be obtained against Harrison County growing out of such injury or damages, as well as all costs of courts and reasonable attorney's fees, and all costs of defense.

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NOTICE INSURANCE SECTION

Please Read Carefully

Insurance Requirements: Bidder is required to submit with bid, an original of all insurance certificate(s) showing coverage for all requirements as stated below to be in force throughout the term of the contract. All required insurance carriers must have a B+ rating or better.

- Commercial General Liability Insurance at minimum combined single limits of \$500,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, (1,000,000 products/completed operations aggregate). Coverage for products/completed operations must be maintained for at least two (2) years after the products/services work is completed. Coverage must be written on occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit.
- Workers Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits of \$500,000 per occurrence each accident/ \$ 500,000 by disease per occurrence/ \$500,000 by disease aggregate.
- Commercial Automobile Liability Insurance at minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, including owned, non-owned and hired vehicle coverage.

Harrison County requires it to be named in the required certificates evidencing insurance coverage, as an additional insured by endorsement. This coverage shall include a Waiver of Subrogation in favor of Harrison County, Texas.

Harrison County also requires that should any of the insurance policies required by this contract be canceled or materially changed before the expiration date thereof, the issuing company shall give Harrison County, Texas through its Purchasing Agent, Kendl Russell, PO Box 2025, Marshall, Texas 75671, thirty (30) days written notice of same.

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Bid Bonds:

Bid bonds will not be required for construction contracts that are less than \$100,000. Bid Bonds will not be required from any bidder whose rates are subject to regulation by a state agency.

If the Purchasing Agent decides that a bid bond is required for a particular contract, the invitation for bids or request for proposals will state a bid bond in the amount of 5% of the contract price is required and that it must be executed by a surety company authorized to do business in Texas.

Performance Bonds:

For all contracts in excess of \$100,000 for the construction, repair or alteration of a public work or the prosecution or completion of any public work, the contractor, before commencing work, must execute a performance bond that

- ✓ Is payable to Harrison County, Texas
- ✓ Is in the full amount of the contract
- ✓ Is conditioned on faithful performance of the work in accordance with the plans, specifications, and contract documents
- ✓ Is solely for the protection of the County
- ✓ Executed by a corporate surety or sureties in accordance with the Insurance Code in a form and approved by the Commissioners Court

Any performance bond that is furnished by a contractor in attempted compliance with the requirements of TEX. GOV'T CODE ANN., ch. 2253 will be construed as in conformity with that chapter in relation to rights created, limitations on the bond and remedies provided.

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Payment Bonds:

For all contracts in excess of \$50,000 for the construction, repair or alteration of a public work or the prosecution or completion of any public work, the contractor, before commencing work, must execute a payment bond that is solely for the protection of all claimants supplying labor and material in the prosecution of work provided in the contract

- ✓ Is payable to Harrison County, Texas for the use of these claimants
- ✓ Is in the full amount of the contract
- ✓ Executed by a corporate surety or sureties in accordance with the Insurance Code is in a form approved by the commissioners court

Any payment bond that is furnished by a contractor in attempted compliance with the requirements of TEX. GOV'T CODE ANN., ch. 2253 will be construed as in conformity with that chapter in relation to rights created, limitations on the bond and remedies provided.

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Termination of Contract: The contract entered into upon the award of bids shall remain in effect until contract expires, delivery and acceptance of products and/or performance or services ordered or terminated by either party with thirty (30) days written notice prior to any cancellation. Harrison County reserves the option to award any canceled contract to the next lowest and best bidder as it deems to be in the best interest of the County.

Termination for Default: Harrison County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default. Harrison County reserves the right to terminate the contract immediately and without prior notice in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise fails to perform in accordance with these specifications.

Notice: Any notice provided by this bid (or required by law) to be given to the successful bidder by Harrison County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the U.S. mail in Marshall, Texas, with sufficient 1st class postage affixed thereto, provided this shall not prevent the giving of actual notice in any other manner.

Purchase Order: Successful bidder shall be required by this agreement to clearly and plainly reference a valid Harrison County Purchase Order number on the face of each and every invoice tendered for payment. Failure to reference a valid Harrison County Purchase Order, as herein required, shall be considered sufficient cause for Harrison County to deny payment of said claim. Harrison County shall not be obligated for products or services delivered without prior authorization via purchase order.

Invoices: Payment will be made from original vendor invoices only. Invoices shall show all information as stated above and mailed directly to the Harrison County Purchasing Agent's Office, PO Box 2025, Marshall, Texas 75671-2025.

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Payment will be made upon receipt and acceptance, by the County, of the items ordered in accordance with the Texas Government Code, Section 2251.021. Each Successful bidder is required to pay all its subcontractors within ten (10) days.

Items supplied under this contract will be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the County. If an item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition without cost or liability.

Warranty: Successful bidder shall warrant that all items/services shall conform to the proposed specifications and all written warranties as well as all implied warranties as shown in the Uniform Commercial Code, and shall be free from all latent and patent defects in material, workmanship and title.

Venue: This agreement and any dispute related hereto will be governed and construed according to the laws of the State of Texas and venue shall be fixed in Harrison County, Texas.

Assignment: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Harrison County.

Silence of Specification: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Any questions concerning this *Invitation to Bid* and *Specifications* should be directed to Kendl Russell, Harrison County Purchasing Agent at 903.935.8412.

The County of Harrison
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Bid # 2020-03 Fox Glove Lane Overlay
Specifications/Bidders Response

Scope:

It is declared and acknowledged intention and meaning of this contract documents to provide Fox Glove Lane Overlay in Harrison County. All work to be performed in a professional manner and all materials furnished in strict conformity with the contractor documents.

Bidding and Award of Contract:

Harrison County reserves the right to reject any or all bids, to increase or decrease the quantities, to change the proposed locations and to reject materials or methods not meeting specifications.

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Bid # 2020-03 Fox Glove Lane Overlay
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TECHNICAL SPECIFICATIONS
SECTION G2 - REFERENCE TO TEXAS DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS

G2.1 GENERAL: All construction in this project shall be performed in accordance with the Texas Department of Transportation (TxDOT) 2004 Standard Specifications for Construction of Highways, Streets and Bridges as amended in this section.

G2.2 STANDARD SPECIFICATIONS: TxDOT Standard Specifications applicable to this project are identified as follows:

<u>ITEM NO.</u>	<u>DESCRIPTION</u>
Item 210	Rolling
Item 300	Asphalts, Oils and Emulsions
Item 340	Dense-Graded Hot-Mix Asphalt (Method)

Copies of the referenced specifications are available from TxDOT.

G2.3 MODIFICATION TO STANDARD SPECIFICATIONS: The following modifications shall govern and take precedence over the standard specifications. Modifications are made with respect to the clauses and clarifications as cited below and no other clauses or requirements of these items are waived or changed hereby, except as heretofore stated in G2.3A and G2.3B.

A. All Items: Measurement and payment shall only be made for those items listed in the Proposal. The unit of measurement shall be as shown in the Proposal. Items not listed in the Proposal shall be considered subsidiary to the involved item for which it pertains.

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It is to be expressly understood that the measurement and payment sections of each of the items listed in Article G2.2 are to be omitted from the applicable specification when incorporating the specification in this project.

B. All Items: In adoption of the TxDOT Standard Specifications as a part of the Technical Specifications, it is understood that any reference made to TxDOT shall be interpreted to include Harrison County or their representative as applicable.

C. Modification to Item 300 - Asphalts, Oils, and Emulsions:

Article 300.2.A. - Asphalt Cement: The asphalt cement to be used in this project shall be PG 64-22, in accordance with TxDOT Special Specification Item 3116.

Article 300.2.C. - Cutback Asphalt: The prime coat to be used in this project, if necessary, shall be Type MC-30.

Article 300.2.D. - Emulsified Asphalt: The emulsified asphalt for this project shall be Type SS-1.

D. Modification to Item 340 - Dense-Graded Hot-Mix Asphalt (Method):

Article 340.2.A.1. - Course Aggregate: Aggregate for Type “D” HMAC shall be 100% crushed. The course aggregates for the surface course shall be a minimum of Class B as published in the TxDOT Aggregate Quality Monitoring Program Source Quality Catalogue.

Article 340.2.A.2. - Reclaimed Asphalt Pavement (RAP): RAP will not be allowed in this project. This section of the standard specifications is to be deleted in its entirety.

Article 340.2.B. – Mineral Filler: Mineral filler is not required in the HMAC for this project.

Article 340.3 - Paving Mixtures: The paving mixture for this project shall be as follows:
Overlay and Leveling Courses Type “D”

Article 340.4.A. - Mixture Design: The Contractor shall submit mix designs to the Project Engineer for review prior to construction.

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Article 340 - Placing Construction Joints: The following section shall be added.

Transverse joints shall be papered, in accordance with the contract plans and in accordance with this specification.

When terminating paving operations at the end of a day's work, the pavement mat shall be cut off vertically so that a full depth lift can be placed squarely against it. The paver shall be shifted into low gear as it approaches the location of the proposed transverse joint. As the hopper empties and the amount of material in the screed chamber decreases below normal operating level, the paver shall be stopped. The screed shall be raised and the paver moved out of the way. HMAC shall then be shoveled away from the end of the mat to form a clean, vertical edge. Heavy wrapping paper shall be placed along the edge. The material that was shoveled away shall be hand-placed to form a taper.

When construction is ready to resume, the taper of material shall be removed along with the paper. A straightedge shall be used to check the longitudinal grade of the mat. Because the paver was running out of material as it laid the last few feet of mat, it is possible that those last few feet taper slightly (ramp down) from the specified level of the mat. If this is the case, a new transverse edge must be cut behind the point where the ramping down begins. The vertical face of the mat shall be tack-coated. The paver shall be backed up to the edge of the mat and the screed rested on the mat surface. The screed shall be heated while it rests on the mat. The heated screed shall be raised and shims as thick as the difference between the uncompacted mat shall be positioned under its ends. Once the paver has moved away, excess hot-mix shall be cleaned off the surface of the mat and the evenness of the joint shall be checked with a straightedge. If the joint is satisfactory, a 6 inch width of the hot-mix shall be rolled transversely and the joint shall be checked for smoothness. If the joint is satisfactory, transverse rolling shall be continued in 6 to 12 inch wide increments until the entire width of the roller is on the new hot-mix. If straight edging shows an uneven joint, the surface of the new mat must be scarified while still warm and workable. Excess material can then be removed or additional material added, and the joint rolled. During rolling, timbers shall be placed along the edges of the mat to prevent the roller from driving off the longitudinal edge and distorting it.

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Article 340.4.H.1. – Air Void Control: The following section shall be added.

Should the density of the HMAC overlay fail to meet the compaction densities specified, pay deductions will be made in conformance with Technical Specification Section G4.7.

SECTION G4 - PAVEMENT CONSTRUCTION

G4.1. GENERAL: This section of the specifications governs the repair of the existing street section, including curb and gutter repairs; milling; proof-rolling (if directed by Engineer); adjustment of valve and manhole covers; street cleaning; tacking; overlaying; and application of temporary pavement markings, placing of shoulder material, and application of permanent pavement markings.

G4.2. PROOF-ROLLING:

The Engineer may direct the Contractor, at the Engineer's discretion, to proof-roll the existing pavement with a loaded dump truck or 9-wheel rubber tire roller to determine weak (soft) spots in the existing pavement structure. The proof rolling shall be accomplished in accordance with TxDOT Standard Specification Item 216, as modified by these specifications. This work will not be paid for separately, but will be considered subsidiary to the various bid items in the Bid Proposal.

A 9-wheel rubber tire roller shall be made available to the Engineer at all times during construction.

G4.3. STREET CLEANING:

The existing street shall be thoroughly cleaned ahead of the lay-down machine. The Contractor shall sweep the street and remove debris, silt, sediment, grass, and any other items in the way of construction. The cleaned street shall be approved by the Project Representative prior to overlaying. Street cleaning will not be measured for payment, and will be considered subsidiary to the bid items listed in the Bid Proposal.

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G4.4. TACKING AND ASPHALTIC OVERLAY:

Tack coat shall be an emulsified asphalt, TxDOT Type SS-1, in accordance with the requirements of TxDOT Standard Specification 300.2(4), Table 6. The tack coat shall be applied at a rate of 0.05 gallons per square yard except in the case of tacking a concrete street, where the tack will be reduced to the rate of 0.02 gallons per square yard. The tack coat may only be exposed on one lane at a time on two lane streets and on two lanes at a time on four lane streets unless otherwise approved by the Engineer.

Payment of the HMAC Type “D” overlay course will be based upon the area covered (square yards), average thickness, average density, and surface quality. The Engineer will obtain, as a minimum, one (1) sample of HMAC from each day’s production from each asphalt plant. Laboratory tests may be conducted on each sample to include, but not be limited to, extraction/gradation tests; maximum theoretical (Rice) specific gravity tests; laboratory density tests; and HVEEM stability tests. The Contractor will be required to furnish the Owner a testing laboratory at the asphalt plant for the use of the Owner and the Engineer. The laboratory shall be equipped to perform the tests required in these specifications. All test equipment at the laboratory shall be calibrated and certified in accordance with applicable TxDOT Test Procedures or the manufacturer’s recommendations. The Engineer will verify that the laboratory meets these requirements prior to the production of hot mix asphalt.

The overlay course will be randomly cored by the Engineer. The Engineer will obtain, as a minimum, one (1) set of three (3) asphalt cores on each street for verification of in-place density corresponding to each set of HMAC laboratory tests. A minimum of one (1) set of cores shall be taken for each day’s HMAC production.

Payment of the overlay shall be made on a street-by-street basis in accordance with the following schedule. Partial payments will not be made for incomplete streets.

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A. Average thickness. The Inspectors will continuously monitor the thickness of the mat during laydown operations; however, it will be the Contractor's responsibility to assure the required post-compaction thickness shown on the plans. The average thickness of the cores shall establish the thickness of the street overlay. Consideration will be given to cores that exhibit an unanticipated thickness of less than the design thickness. Probing will be conducted around 'thin' cores to determine if an unusually thin core is the result of an apparent 'high spot' in the existing pavement. If a 'thin' core is determined to be the result of an unusually high spot in the existing paving, that core will not be considered in the calculation of the average thickness.

Payment of the overlay course based upon the average thickness shall be as follows:

AVERAGE THICKNESS PAYMENT SCHEDULE (2" OVERLAY):

<u>Average thickness:</u>	<u>Payment (percentage of Bid Price)</u>
2.0 inches or greater -----	100%
1.5 inches to 2.0 inches -----	75%
1.00 inch to 1.5 inches -----	50%

Thickness less than the 50% payment is unacceptable. If this occurs, an additional 1.0 inch thick lift of the entire street will be required. This lift is necessary for aesthetics and continuity of the structural riding surface. Following the second lift, the Contractor shall be paid at 100 % of the Bid Price. Under no circumstances shall the Contractor be compensated above and beyond 100% of the Bid Price in this situation.

B. Mat density. Cores will be tested in accordance with TxDOT testing requirements to obtain the average density of the completed mat. Density will be based upon maximum theoretical density.

Failure to obtain 89.5% or greater of the maximum theoretical density of the mix on a street by street basis will result in deduction of payment to the Contractor in accordance with the following schedules. Streets with an average mat density less than 87.0% of maximum theoretical density shall be considered unacceptable and a 1" thick lift of Type "D" HMA shall be overlaid on top of this course at no direct pay, or, at the Contractor's option, the unacceptable lift may be removed and replaced.

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MAT DENSITY PAYMENT SCHEDULE:

<u>Percent of maximum theoretical density:</u>	<u>Payment (percentage of Bid Price)</u>
89.5% or greater -----	100%
88.8% to 89.4% -----	95%
88.2% to 88.7% -----	90%
87.6% to 88.1% -----	85%
87.0% to 87.5% -----	80%

The paving surface shall be inspected by the Engineer immediately prior to rolling operations. The pavement surface must exhibit tightness, cohesiveness, flatness, and homogeneity. Failures in the surface due to segregation or other reasons must be removed and patched at the Contractor's expense. Visible patches from repairs of slippages or other problem areas will not be acceptable. Fog sealing or microsealing must be placed over the entire street section in order to eliminate the visible patches. This work shall be conducted at no cost to Harrison County.

Failures in the pavement will be monitored over the two-year warranty period of the project, and any and all failures that occur must be addressed in the above-described manner.

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SECTION MP - MEASUREMENT AND PAYMENT

MP1.1. GENERAL: This section of the specifications covers the components to be a portion of each pay item as may or may not be listed in the Unit Price Schedule and is furnished to aid the Contractor in preparing his bid. Of necessity, the items described as components of the various items are discussed in a general manner only, describing the major pieces of equipment and/or materials. Failure to list all items and/or appurtenances does not relieve the Contractor from furnishing all apparatus, devices, labor, or materials of whatever nature required for a complete and operating installation in accordance with the intent of the Drawings, approved Shop Drawings, and these Specifications.

The successful Contractor shall, as soon as possible after award of the Contract, submit a list itemizing the components of each Lump Sum Bid Item and their respective costs to be used as an aid in the preparation of partial payments.

MP2.2. BID ITEM DESCRIPTION: Tabulated in the paragraphs below are descriptions of the various bid items listed in the proposal.

A. **Type D HMAC Overlay with Prime Coat:** Item shall consist of furnishing all tools, equipment, materials, and labor necessary to perform the work prescribed and will be measured and paid at the unit price per square yard as shown on the plans and listed in the Bid Proposal.

B. **Type D HMAC Driveway Transition:** Item shall consist of furnishing all tools, equipment, materials, and labor necessary to perform the work prescribed and will be measured and paid at the unit price per square yard as shown on the plans and listed in the Bid Proposal.

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MP3.3 Incidental Items: Unless otherwise indicated, there will be no separated pay for the following miscellaneous construction items. Cost for these items shall be considered incidental to other contract bid items.

- *Mobilization
- *Final Clean Up
- *Erosion Control

MP 4.4 Traffic Control: Traffic control for residential streets including implementing traffic control signing, barricading, and all other incidentals necessary per project according to Harrison County guidelines and Manual Uniform on Traffic Control Devices standards.

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Harrison County
Statement of “No Bid”
Bid # 2020-03 Fox Glove Lane Overlay
***** Do Not Return This Page If You Are Bidding*****

We understand that if a “Statement of No Bid” is not executed and returned, our name will be deleted from the list of qualified bidders for future bids. **Please write “No Bid” on the outside of return envelope.**

We, the undersigned have: (please mark all that apply)

Decline to bid on your bid # _____

We do not offer this product

We are unable to meet specifications

Unable to meet bond requirements

Please keep us on your bid list for future bids

Please remove our name from your bid list

Company Contact Person

Address City, State, Zip

Phone Fax E-Mail