

RECORDING FORM

To: Alison Hitchcock

From: Purchasing: Heather Carmichael

Date: 24 Sept 2013

RFP # _____

RFB # 2014-402: Road Materials

Date approved in Commissioner's Court 23 Sept 2013

Rejected in Commissioner's Court
Requested to rebid: _____ Requested NO rebid: _____

Other: _____

- Original Bids/Proposals/Quotes/Qualifications
- Recap Sheet
- Misc. documentation

Please file/scan in the County Clerk's Records.

RFB 2014-402: Road Materials
Recap Sheet
Opening Date: Sept 12, 2013, 2:00 p.m., at Johnson County Purchasing Office

Vendor		Vendor		Vendor	
Vendor Name	Vulcan Materials Co.	Vendor	APAC-Texas Inc	Vendor	Fort Worth Crushed Stone
Address	Fort Worth, TX	Address	Dallas, TX	Address	Fort Worth, TX
Pickup/FOB	Item#/ Desc / Notations	Pickup/FOB	Item#/Desc/ Notations	Pickup/FOB	Item#/ Desc/ Notations
Hot Mix (334) Type F	85.00/85.25	85.00/*		NO BID	
Hot Mix (334) Type AC 1.5	85.00/85.25	85.00/*		NO BID	
HMAC (340) Type B	75.00/75.33	56.00/*		NO BID	
HMAC (340) Type D	75.00/75.33	58.00/*		NO BID	
Riprap, Type R	18.00/18.33	NO BID		11.00 pickup	Non-spec
Riprap, Type F	NO BID	NO BID		NO BID	
Surf Agg, Type A, Grade 4	18.00/18.25	NO BID		NO BID	
Surf Agg, Type A, Grade 5	8.50/8.75	Not TxDOT Grade	NO BID	NO BID	
Surf Agg, Type B, Grade 4	18.00/18.25	NO BID		NO BID	
Surf Agg, Type B, Grade 5	8.50/8.75	Not TxDOT Grade	NO BID	NO BID	
3/8" Pea Gravel	NO BID	NO BID		NO BID	
RB Lime Waste	NO BID	NO BID		NO BID	
Weather Lime	NO BID	NO BID		NO BID	
Sand Concrete	6.50/6.75	Mfg sand from crushed limestone	NO BID	NO BID	

Port Type /II	NO BID		NO BID		NO BID	
Flex, Grade 1	7.50/7.75		NO BID		4.15 pickup Cresson plant	Item 242 Grade 2
Flex, Grade 2	7.00/7.25		NO BID		5.15 pickup Weatherford plant/ no FOB	
Flex, Grade 3	NO BID		NO BID		5.15 pickup Weatherford plant/ no FOB	
Coat Rock PB3	45.00/45.25		NO BID		NO BID	
Coat Rock PB4	45.00/45.25		NO BID		NO BID	
HP Cold Mix	NO BID		105.00/*		NO BID	
Min. Order			23 tons delivered; no minimum pickup			
Other Fees			*FOB 1-10 miles @ \$5.00 per ton + \$.25 each additional mile			

RFB 2014-402: Road Materials
Recap Sheet

	Vendor		Vendor		Vendor	
Vendor Name	Arnold Crushed Stone		Squaw Creek Materials		Ingram Concrete	
Address	Blum, TX		Rainbow, TX		Cleburne, TX	
	Pickup/FOB	Item#/ Desc/ Notations	Pickup/FOB	Item#/ Desc/ Notations	Pickup/FOB	Item#/ Desc/ Notations
Hot Mix (334) Type F	NO BID		NO BID		NO BID	
Hot Mix (334) Type AC 1.5	NO BID		NO BID		NO BID	
HMAC (340) Type B	NO BID		NO BID		NO BID	
HMAC (340) Type D	NO BID		NO BID		NO BID	
Riprap, Type R	16.00 pickup Tolar plant	Delivery: Pct 1 - 10.00 p/ton Pct 2 - 12.00 p/ton Pct 3 - 15.00 p/ton Pct 4 - 12.00 p/ton	NO BID		NO BID	
Riprap, Type F	16.00 pickup Tolar plant		NO BID		NO BID	
Surf Agg, Type A, Grade 4	NO BID		NO BID		6.50/call re: FOB rate	1/4 torpedo gravel
Surf Agg, Type A, Grade 5	NO BID		NO BID		NO BID	
Surf Agg, Type B, Grade 4	NO BID		NO BID		NO BID	
Surf Agg, Type B, Grade 5	NO BID		NO BID		NO BID	
3/8" Pea Gravel	NO BID		NO BID		11.00 pickup if available/call re: FOB rate	
RB Lime Waste	NO BID		NO BID		NO BID	
Weather Lime	NO BID		NO BID		NO BID	

Sand Concrete	NO BID		5.50/5.75		10.50/call re: FOB rate	
Port Type I/II	NO BID		NO BID		NO BID	
Flex, Grade 1	NO BID		6.25/6.50	Type A	NO BID	
Flex, Grade 2	4.95 pickup Blum plant	Delivery Pct 1 - 7.00 p/ton Pct 2 - 7.50 p/ton Pct 3 - 7.50 p/ton Pct 4 - 7.00 p/ton	6.25/6.50	Type A	NO BID	
Flex, Grade 3	4.90 pickup Blum plant		NO BID		NO BID	
Coat Rock PB3	NO BID		NO BID		NO BID	
Coat Rock PB4	NO BID		NO BID		NO BID	
HP Cold Mix	NO BID		NO BID		NO BID	
Mfn. Order			24 tons delivered			
Other Fees						

RFB 2014-402: Road Materials
Recap Sheet

	Vendor	Vendor	Vendor	Vendor	
	Heartland Asphalt Materials	Trinity Construction Materials		TXI Operations	
Address	Hurst, TX	Kopperl, TX			
Pickup/FOB	Item#/Desc/Notations	Pickup/FOB	Item#/Desc/Notations	Pickup/FOB	Item#/Desc/Notations
Hot Mix (334) Type F		NO BID		NO BID	
Hot Mix (334) Type AC 1.5		NO BID		NO BID	
HMAC (340) Type B		NO BID		NO BID	
HMAC (340) Type D		NO BID		NO BID	
Riprap, Type R		NO BID		NO BID	
Riprap, Type F		NO BID		NO BID	
Surf Agg, Type A, Grade 4		NO BID		NO BID	
Surf Agg, Type A, Grade 5		NO BID		NO BID	
Surf Agg, Type B, Grade 4		NO BID		NO BID	
Surf Agg, Type B, Grade 5		NO BID		NO BID	
3/8" Pea Gravel		6.00/call re: FOB rate	Item 23, 3/8" pea gravel	NO BID	13.50/28.50 all precincts
RB Lime Waste		NO BID		NO BID	
Weather Lime		NO BID		NO BID	
Sand Concrete		9.00/call re: FOB rate	Item 10, concrete sand	NO BID	/

NO BID

Port Type I/II				NO BID		155.00/165.50 bulk bag 105.00/115.50 dry	Available as Bulk Bag or spread cement
Flex, Grade 1				NO BID		NO BID	
Flex, Grade 2				NO BID		6.25/21.25	
Flex, Grade 3				NO BID		6.25/21.25	
Coat Rock PB3				NO BID		27.50/42.50	
Coat Rock PB4				NO BID		NO BID	
HP Cold Mix				NO BID		NO BID	
Min. Order				24 tons		23 ton minimum	
Other Fees						\$200.00 per load Spread fee for Portland Cement	

Attest: Becca Walsh, Buyer; Heather Carmichael, Buyer

Vulcan

Materials Company

SOUTHWEST DIVISION
VULCAN CONSTRUCTION MATERIALS, LP
6100 WESTERN PLACE
SUITE 400
FORT WORTH, TX 76107

Q-R-13

RFB 2014-402

FOR ROAD MATERIALS FOR JOHNSON COUNTY

PC

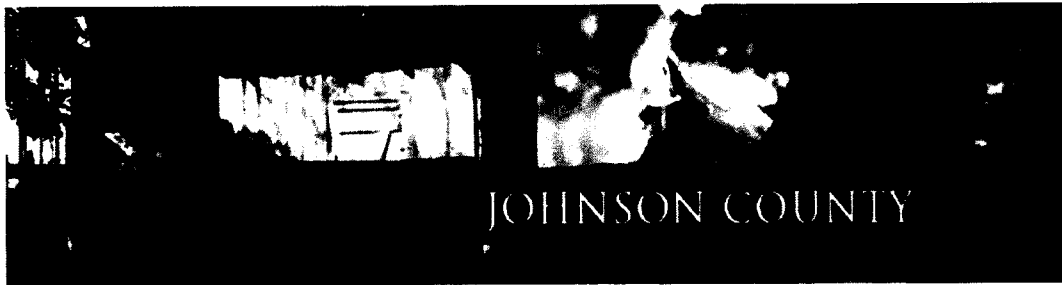
VENDOR NAME

Vulcan Mat. Co.

REQUEST FOR BID

Road Materials

JOHNSON COUNTY



RFB 2014-402

DUE DATE: September 12, 2013

BY 2:30 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF BIDS: **Six (6) complete sets** of all bid documents (original and five (5) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Kelli Davis, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed bids shall be received no later than: 2:30 P.M., September 12, 2013.

MARK ENVELOPE: RFB 2014-402 FOR ROAD MATERIALS FOR JOHNSON COUNTY.

LATE PROPOSALS: Bids received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

BID SHALL INCLUDE: This RFB and all additional documents submitted. Each bid shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

The enclosed Request for Bid and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this bid. Vendors are invited to attend.

If vendor does not wish to submit a bid at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the bid opening. Results will be sent to those who submitted a bid.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the right to reject any or all bids as it may deem to be in the best interests of Johnson County.

Receipt of any bid shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose bid is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for bids. Johnson County also reserves the right to award all or part of a bid unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure 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 Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of bids, and vendor so agrees upon submittal of vendor's bid. Bids may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

BIDS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. *The bids shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.* However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the bid and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the bid shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This bid, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall

include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All bids meeting the intent of this request for bid will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFB, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFB. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFB specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFB and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFB. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

BID MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must 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.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Bids will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: **Johnson County requests vendor to submit, with this RFB, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.**

VEDNOR SHALL PROVIDE with this response, all documentation required by this RFB. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, 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 negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance

under, any contract which may result from bid award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson 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 of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: **The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this**

specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFB throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

COOPERATIVE PURCHASING: Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. By accepting an agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no additional charges to Johnson County. Only original invoices will be accepted.** In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFB, in whole or in part, without the prior written consent of Johnson County.

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

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage

2. Automobile Liability
 - \$ 1,000,000.00 each accident Combined Single Liability
 - \$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation
 - Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for bid for the construction of public works, or will be under a

contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

1. References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
2. Completed W9 Form; and,
3. Other documentation as may be specified within this bid.

ANY QUESTIONS relating to this Request for Bid and Specification(s) shall be directed to Kelli Davis, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**ROAD MATERIALS
RFB 2014-402
SPECIFICATIONS**

SCOPE AND INTENT:

These specifications cover road materials for Johnson County Precincts, for a 12-month contract period beginning October 1, 2013 to September 30, 2014. Johnson County and vendor upon mutual consent may extend the contract for two (2) additional one-year periods after the initial term. Johnson County may purchase from this contract and/or through any other state or Inter-Local Agreement(s) with Johnson County.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include support documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

REQUIREMENTS:

The respective types of road materials being sought under this contact are as follows:

1. **Hot-Mix, Cold-Laid - Type F:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 334, Type F, bids will be priced per ton F.O.B. Approximately 8,000 tons used.
2. **Hot-Mix, Cold-Laid - Type AC 1.5:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 334, Type AC 1.5, bids will be priced per ton F.O.B.
3. **Hot-Mix Asphaltic Concrete - Type B or Type D:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 340, Type B or Type D, will be priced per ton F.O.B. Approximately 17,000 tons used.
4. **Riprap material – Type R and F:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 432 will bid Stone Type R or Stone Type F. Approximately 2,000 tons needed.

Stone (Type R) shall weigh between 50 and 250 pounds each, and at least 50 percent of the stones shall weigh more than 100 pounds each.

Stone (Type F) shall have at least one broad flat surface and shall weigh between 50 and 250 pounds each, and at least 40 percent of the stones shall weigh more than 100 pounds each.

GRADE ONE	GRADE TWO	GRADE THREE
Triaxial Class	Triaxial Class	Triaxial Class
Min. Compressive strength	Unspecified	Unspecified
PSI: 35 @ PSI lateral Pressure and 175 @ 15 PSI		
Lateral Pressure Master Grading 1-3/4" 0 7/8" 10-35 3/8" 30-50 No. 4 45-65 No. 40 70-85	Master Grading 2-1/2" 0 1-3/4" 0-10 No. 4 45-75 No.40 60-85	Master Grading 2-1/2" 0 1-3/4" 0-10 No. 4 30-75 No. 40 50-85
Max LL 35 Max PI 12	Max LL 40 Max PI 12	Max LL 40 Max PI 12
Wet Ball Mill Max 45	Wet Ball Mill Max 40	Wet Ball Mill Max 50
Max Increase in Passing No.40 20	Max Increase in Passing No. 40 20	Max Increase in Passing No. 40 20

* Approximately 100,000+ tons were used in the current fiscal year.

12. Coated Rock PB3 and PB4: Pre-coat chip set aggregates.

13. High Performance Cold Mix: Asphalt blend, primarily used in patching.

PRICES SHALL BE QUOTED AS FOLLOWS:

- **FOB Plant:**
Precinct picks up road materials from your designated plant. Quote price per ton.
- **FOB to Precinct and/or job site:**
Vendor delivers to precinct and/or designated project site in Johnson County. Quoted price is to be determined by rate per mileage and ton from vendor plant to project site or precinct.

Vendor should include Unit of Measure for each item bid. Vendor may include vendor's item number on quote sheet.

Vendor shall include any additional fees as may be applicable for deliveries to multiple delivery sites. Johnson County reserves the right to decline payment of any fees not submitted.

Johnson County addresses for precincts are as follows:

Johnson County Precinct Addresses

Precinct 1, 2744 W. FM 4, Cleburne, Texas 76031

Precinct 2, 3425 CR 920, Crowley, Texas 76036

Precinct 3, 10420 FM 917 East, Alvarado, Texas 76009

Precinct 4, 4300 E. FM 4, Cleburne, Texas 76031

Johnson County does not guarantee the purchase of any set amount of product(s) that are enclosed this bid specification.

- Vendor shall note if there is a minimum product order.
- Vendor shall submit a recent test report of each type of road material with the bid.

**ROAD MATERIALS
RFB 2013-322
QUOTE SHEET**

Vendor shall have the ability to provide road materials as described in this proposal. Having read and understood the instructions/terms of contract and specifications, vendor submits the following bid:

DESCRIPTION	PICKUP PLANT PRICE PER UOM	FOB PRECINCT/ JOB SITE MILEAGE RATE/UOM PRICE	UNIT OF MEASURE (UOM)	VENDOR ITEM NUMBER/ DESCRIPTION
Hot Mix Cold Laid, Item 334 Type F	85. ⁰⁰ Per Ton	.25 ton Mile	Ton	
Hot Mix Cold Laid, Item 334 Type AC 1.5	85. ⁰⁰ Per Ton	.25 ton mile	Ton	
Hot Mix Asphaltic Concrete, Item 340 Type B	75. ⁰⁰ Per Ton	.33 ton Mile	Ton	
Hot Mix Asphaltic Concrete, Item 340 Type D	75. ⁰⁰ Per Ton	.33 ton Mile	Ton	
Riprap, Item 432 Type R	18. ⁰⁰ Per Ton	.33 ton Mile	Ton	
Riprap, Item 432 Type F	No Bid	No Bid		
Surface Treatment Aggregate Type A, Grade 4	18. ⁰⁰ Per Ton	.25 ton Mile	Ton	
* Surface Treatment Aggregate Type A, Grade 5	8.50 Ton	.25 ton Mile	Ton	
Surface Treatment Aggregate Type B, Grade 4	\$18.00 / 18.00 Ton	.25 ton Mile	ton	
* Surface Treatment Aggregate Type B, Grade 5	8.50 ton	.25 ton Mile	ton	
3/8" Pea Gravel 302.4, Grade 5	No Bid	No Bid		

* Does not conform to TxDOT Item 316 T&D Gradations for Seal Coat.

Road Base Lime Plant Wastes with 1/2" fines	No Bid			
Weathered Lime Kiln Dust	No Bid			
Concrete Sand	# 6.50 ton	.25 ton Mile	ton	
Portland Type Cement I/II	No Bid	No Bid		
Flexible Base, Item 247, Grade 1	# 7.50 ton	.25 ton Mile	ton	
Flexible Base, Item 247, Grade 2	# 7.00 ton	.25 ton Mile	ton	
Flexible Base, Item 247, Grade 3	No Bid	No Bid		
Coated Rock PB 3	45° 45.00 ton	.25 ton Mile	ton	
Coated Rock PB4	45° ton	.25 ton Mile	ton	
High Performance Cold Mix	No Bid	No Bid		

Minimum Order (as may be applicable): _____

Other fees (as may be applicable): _____

VENDOR ACKNOWLEDGEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other offerer, and that the contents of this bid as to prices, terms or 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. And further, that the

* MFG Sand from Crushed Limestone

manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

Vendor: VULCAN MATERIALS COMPANY
Address: 6100 WESTERN PLACE, STE 400
FORT WORTH, TX 76107
Phone: 817-377-5340 Fax: 817-377-0746
E-Mail: reichenauh@vmcmail.com
Offerer's Signature: Hal A. Reichenau
Offerer's Printed Name: HAL REICHENAU
Position with Vendor: SALES REPRESENTATIVE

JOHNSON COUNTY

COOPERATIVE PURCHASING FORM

Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. The Vendor (initial Accept or Decline option):

Accepts agreement: _____

Declines agreement: _____

By accepting this agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

SIGNING BELOW SIGNIFIES THAT THE SIGNATOR HAS READ THE ABOVE COOPERATIVE PURCHASING GUIDELINES AND AGREED TO THE TERMS AND CONDITIONS THEREIN AND IS DULY AUTHORIZED TO EXECUTE THIS COOPERATIVE AGREEMENT.

Vendor: _____

Address: _____

Phone: _____ Fax: _____

Official's Signature: _____

Official's Printed Name: _____

Position with Vendor: _____

Federal ID Number (TIN) or SSN and Name

FORT WORTH CRUSHED STONE, LLC
PO BOX 121906
FORT WORTH, TX 76121

RFB 2014-402

JOHNSON COUNTY
1102 E. KILPATRICK, STE B
CLEBURNE, TX 76031

RW

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF BIDS: **Six (6) complete sets** of all bid documents (original and five (5) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Kelli Davis, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed bids shall be received no later than: 2:30 P.M., September 12, 2013.

MARK ENVELOPE: RFB 2014-402 FOR ROAD MATERIALS FOR JOHNSON COUNTY.

LATE PROPOSALS: Bids received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

BID SHALL INCLUDE: This RFB and all additional documents submitted. Each bid shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

The enclosed Request for Bid and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this bid. Vendors are invited to attend.

If vendor does not wish to submit a bid at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the bid opening. Results will be sent to those who submitted a bid.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the right to reject any or all bids as it may deem to be in the best interests of Johnson County.

Receipt of any bid shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose bid is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for bids. Johnson County also reserves the right to award all or part of a bid unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure 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 Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of bids, and vendor so agrees upon submittal of vendor's bid. Bids may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

BIDS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. *The bids shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.* However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the bid and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the bid shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This bid, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall

include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All bids meeting the intent of this request for bid will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFB, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFB. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFB specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFB and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFB. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

BID MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must 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.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Bids will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: Johnson County requests vendor to submit, with this RFB, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.

VENDOR SHALL PROVIDE with this response, all documentation required by this RFB. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, 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 negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance

under, any contract which may result from bid award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson 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 of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this

specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFB throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

COOPERATIVE PURCHASING: Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. By accepting an agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no additional charges to Johnson County. Only original invoices will be accepted.** In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFB, in whole or in part, without the prior written consent of Johnson County.

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

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
\$ 1,000,000.00 CSL BI & PD per Occurrence
\$ 2,000,000.00 General Aggregate
\$ 2,000,000.00 Products/Completed Operations Aggregate
\$ 1,000,000.00 Personal/Advertising Injury
\$ 3,000,000.00 Fire damage
2. Automobile Liability
\$ 1,000,000.00 each accident Combined Single Liability
\$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation
Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for bid for the construction of public works, or will be under a

contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

1. References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
2. Completed W9 Form; and,
3. Other documentation as may be specified within this bid.

ANY QUESTIONS relating to this Request for Bid and Specification(s) shall be directed to Kelli Davis, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**ROAD MATERIALS
RFB 2014-402
SPECIFICATIONS**

SCOPE AND INTENT:

These specifications cover road materials for Johnson County Precincts, for a 12-month contract period beginning October 1, 2013 to September 30, 2014. Johnson County and vendor upon mutual consent may extend the contract for two (2) additional one-year periods after the initial term. Johnson County may purchase from this contract and/or through any other state or Inter-Local Agreement(s) with Johnson County.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include support documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

REQUIREMENTS:

The respective types of road materials being sought under this contact are as follows:

1. **Hot-Mix, Cold-Laid - Type F:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 334, Type F, bids will be priced per ton F.O.B. Approximately 8,000 tons used.
2. **Hot-Mix, Cold-Laid - Type AC 1.5:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 334, Type AC 1.5, bids will be priced per ton F.O.B.
3. **Hot-Mix Asphaltic Concrete - Type B or Type D:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 340, Type B or Type D, will be priced per ton F.O.B. Approximately 17,000 tons used.
4. **Riprap material – Type R and F:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 432 will bid Stone Type R or Stone Type F. Approximately 2,000 tons needed.

Stone (Type R) shall weigh between 50 and 250 pounds each, and at least 50 percent of the stones shall weigh more than 100 pounds each.

Stone (Type F) shall have at least one broad flat surface and shall weigh between 50 and 250 pounds each, and at least 40 percent of the stones shall weigh more than 100 pounds each.

GRADE ONE	GRADE TWO	GRADE THREE
Triaxial Class	Triaxial Class	Triaxial Class
Min. Compressive strength	Unspecified	Unspecified
PSI: 35 @ PSI lateral Pressure and 175 @ 15 PSI		
Lateral Pressure Master Grading 1-3/4" 0 7/8" 10-35 3/8" 30-50 No. 4 45-65 No. 40 70-85	Master Grading 2-1/2" 0 1-3/4" 0-10 No. 4 45-75 No.40 60-85	Master Grading 2-1/2" 0 1-3/4" 0-10 No. 4 30-75 No. 40 50-85
Max LL 35 Max PI 12	Max LL 40 Max PI 12	Max LL 40 Max PI 12
Wet Ball Mill Max 45	Wet Ball Mill Max 40	Wet Ball Mill Max 50
Max Increase in Passing No.40 20	Max Increase in Passing No. 40 20	Max Increase in Passing No. 40 20

* Approximately 100,000+ tons were used in the current fiscal year.

12. Coated Rock PB3 and PB4: Pre-coat chip set aggregates.

13. High Performance Cold Mix: Asphalt blend, primarily used in patching.

PRICES SHALL BE QUOTED AS FOLLOWS:

- **FOB Plant:**
Precinct picks up road materials from your designated plant. Quote price per ton.
- **FOB to Precinct and/or job site:**
Vendor delivers to precinct and/or designated project site in Johnson County. Quoted price is to be determined by rate per mileage and ton from vendor plant to project site or precinct.

Vendor should include Unit of Measure for each item bid. Vendor may include vendor's item number on quote sheet.

Vendor shall include any additional fees as may be applicable for deliveries to multiple delivery sites. Johnson County reserves the right to decline payment of any fees not submitted.

Johnson County addresses for precincts are as follows:

Johnson County Precinct Addresses

Precinct 1, 2744 W. FM 4, Cleburne, Texas 76031

Precinct 2, 3425 CR 920, Crowley, Texas 76036

Precinct 3, 10420 FM 917 East, Alvarado, Texas 76009

Precinct 4, 4300 E. FM 4, Cleburne, Texas 76031

Johnson County does not guarantee the purchase of any set amount of product(s) that are enclosed this bid specification.

- Vendor shall note if there is a minimum product order.
- Vendor shall submit a recent test report of each type of road material with the bid.

**ROAD MATERIALS
RFB 2013-322
QUOTE SHEET**

Vendor shall have the ability to provide road materials as described in this proposal. Having read and understood the instructions/terms of contract and specifications, vendor submits the following bid:

DESCRIPTION	PICKUP PLANT PRICE PER UOM	FOB PRECINCT/ JOB SITE MILEAGE RATE/UOM PRICE	UNIT OF MEASURE (UOM)	VENDOR ITEM NUMBER/ DESCRIPTION
Hot Mix Cold Laid, Item 334 Type F				
Hot Mix Cold Laid, Item 334 Type AC 1.5				
Hot Mix Asphaltic Concrete, Item 340 Type B				
Hot Mix Asphaltic Concrete, Item 340 Type D				
Riprap, Item 432 Type R <i>non spec</i>	11.00	 		
Riprap, Item 432 Type F				
Surface Treatment Aggregate Type A, Grade 4				
Surface Treatment Aggregate Type A, Grade 5				
Surface Treatment Aggregate Type B, Grade 4				
Surface Treatment Aggregate Type B, Grade 5				
3/8" Pea Gravel 302.4, Grade 5				

Road Base Lime Plant Wastes with 1/2" fines				
Weathered Lime Kiln Dust				
Concrete Sand				
Portland Type Cement I/II				
Flexible Base, Item 247, Grade 1	4.15	Obsessant Plant		
Flexible Base, Item 247, Grade 2	5.15	W. Fred Plant	NO FOB	
Flexible Base, Item 247, Grade 3	5.15	W. Fred Plant	NO FOB	
Coated Rock PB 3				
Coated Rock PB4				
High Performance Cold Mix				

Minimum Order (as may be applicable): _____

Other fees (as may be applicable): _____

VENDOR ACKNOWLEDGEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other offerer, and that the contents of this bid as to prices, terms or 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. And further, that the

manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

Vendor: Fort Worth Crushed Stone

Address: PO Box 121906
Fort Worth, TX 76121

Phone: 817 244 4044 Fax: 817 510 7513

E-Mail: fred@crushedstoneglobal.net

Offerer's Signature: Fred N. Brown

Offerer's Printed Name: Fred N Brown

Position with Vendor: Owner

JOHNSON COUNTY

COOPERATIVE PURCHASING FORM

Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. The Vendor (initial Accept or Decline option):

Accepts agreement: Fred W. Brown

Declines agreement: _____

By accepting this agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

SIGNING BELOW SIGNIFIES THAT THE SIGNATOR HAS READ THE ABOVE COOPERATIVE PURCHASING GUIDELINES AND AGREED TO THE TERMS AND CONDITIONS THEREIN AND IS DULY AUTHORIZED TO EXECUTE THIS COOPERATIVE AGREEMENT.

Vendor: Fort Worth Crushed Stone, Inc

Address: PO Box 121906
Fort Worth, TX 76121

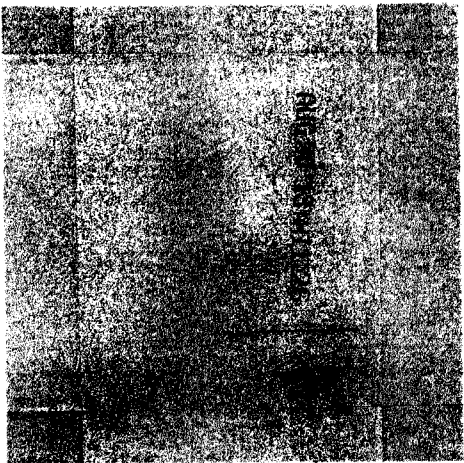
Phone: 817 264 3689 Fax: 817 560 7513

Official's Signature: Fred W. Brown

Official's Printed Name: Fred W. Brown

Position with Vendor: Owner

75-2643689
Federal ID Number (TIN) or SSN and Name



Johnson County Purchasing
Kelli Davis, CPPB, Purchasing Agent
1102 E Kilpatrick, Suite B
Claburne, TX 76031

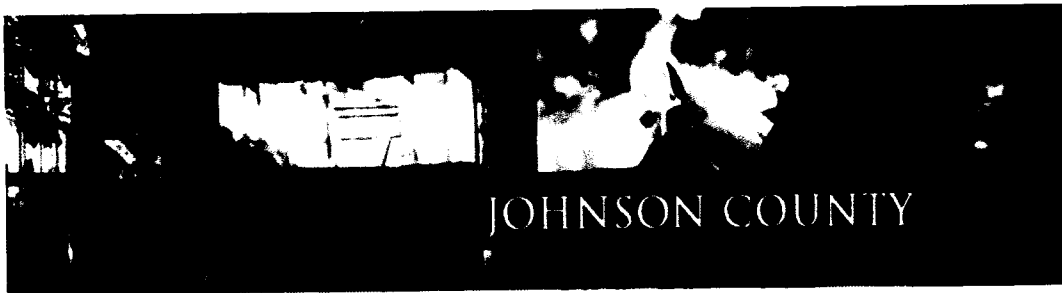
* Attn: RFB 2014-402 For Road Materials for Johnson County *

VENDOR NAME
Arnold Crushed Stone, Inc.

REQUEST FOR BID

Road Materials

JOHNSON COUNTY



RFB 2014-402
DUE DATE: September 12, 2013
BY 2:30 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF BIDS: Six (6) complete sets of all bid documents (original and five (5) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Kelli Davis, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed bids shall be received no later than: 2:30 P.M., September 12, 2013.

MARK ENVELOPE: RFB 2014-402 FOR ROAD MATERIALS FOR JOHNSON COUNTY.

LATE PROPOSALS: Bids received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

BID SHALL INCLUDE: This RFB and all additional documents submitted. Each bid shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

The enclosed Request for Bid and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this bid. Vendors are invited to attend.

If vendor does not wish to submit a bid at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the bid opening. Results will be sent to those who submitted a bid.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the right to reject any or all bids as it may deem to be in the best interests of Johnson County.

Receipt of any bid shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose bid is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for bids. Johnson County also reserves the right to award all or part of a bid unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure 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 Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of bids, and vendor so agrees upon submittal of vendor's bid. Bids may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

BIDS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. *The bids shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.* However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the bid and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the bid shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This bid, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall



include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All bids meeting the intent of this request for bid will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFB, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFB. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFB specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFB and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFB. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

BID MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must 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.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Bids will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: **Johnson County requests vendor to submit, with this RFB, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.**

VEDNOR SHALL PROVIDE with this response, all documentation required by this RFB. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, 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 negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance



under, any contract which may result from bid award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson 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 of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this



specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFB throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

COOPERATIVE PURCHASING: Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. By accepting an agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no additional charges to Johnson County. Only original invoices will be accepted.** In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFB, in whole or in part, without the prior written consent of Johnson County.

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

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance



Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage

2. Automobile Liability
 - \$ 1,000,000.00 each accident Combined Single Liability
 - \$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation
 - Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for bid for the construction of public works, or will be under a

contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

1. References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
2. Completed W9 Form; and,
3. Other documentation as may be specified within this bid.

ANY QUESTIONS relating to this Request for Bid and Specification(s) shall be directed to Kelli Davis, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.



**ROAD MATERIALS
RFB 2014-402
SPECIFICATIONS**

SCOPE AND INTENT:

These specifications cover road materials for Johnson County Precincts, for a 12-month contract period beginning October 1, 2013 to September 30, 2014. Johnson County and vendor upon mutual consent may extend the contract for two (2) additional one-year periods after the initial term. Johnson County may purchase from this contract and/or through any other state or Inter-Local Agreement(s) with Johnson County.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include support documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

REQUIREMENTS:

The respective types of road materials being sought under this contact are as follows:

1. **Hot-Mix, Cold-Laid - Type F:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 334, Type F, bids will be priced per ton F.O.B. Approximately 8,000 tons used.
2. **Hot-Mix, Cold-Laid - Type AC 1.5:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 334, Type AC 1.5, bids will be priced per ton F.O.B.
3. **Hot-Mix Asphaltic Concrete - Type B or Type D:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 340, Type B or Type D, will be priced per ton F.O.B. Approximately 17,000 tons used.
4. **Riprap material – Type R and F:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 432 will bid Stone Type R or Stone Type F. Approximately 2,000 tons needed.

Stone (Type R) shall weigh between 50 and 250 pounds each, and at least 50 percent of the stones shall weigh more than 100 pounds each.

Stone (Type F) shall have at least one broad flat surface and shall weigh between 50 and 250 pounds each, and at least 40 percent of the stones shall weigh more than 100 pounds each.

GRADE ONE	GRADE TWO	GRADE THREE
Triaxial Class	Triaxial Class	Triaxial Class
Min. Compressive strength	Unspecified	Unspecified
PSI: 35 @ PSI lateral Pressure and 175 @ 15 PSI		
Lateral Pressure Master Grading 1-3/4" 0 7/8" 10-35 3/8" 30-50 No. 4 45-65 No. 40 70-85	Master Grading 2-1/2" 0 1-3/4" 0-10 No. 4 45-75 No.40 60-85	Master Grading 2-1/2" 0 1-3/4" 0-10 No. 4 30-75 No. 40 50-85
Max LL 35 Max PI 12	Max LL 40 Max PI 12	Max LL 40 Max PI 12
Wet Ball Mill Max 45	Wet Ball Mill Max 40	Wet Ball Mill Max 50
Max Increase in Passing No.40 20	Max Increase in Passing No. 40 20	Max Increase in Passing No. 40 20

* Approximately 100,000+ tons were used in the current fiscal year.

12. Coated Rock PB3 and PB4: Pre-coat chip set aggregates.

13. High Performance Cold Mix: Asphalt blend, primarily used in patching.

PRICES SHALL BE QUOTED AS FOLLOWS:

- **FOB Plant:**
Precinct picks up road materials from your designated plant. Quote price per ton.
- **FOB to Precinct and/or job site:**
Vendor delivers to precinct and/or designated project site in Johnson County. Quoted price is to be determined by rate per mileage and ton from vendor plant to project site or precinct.

Vendor should include Unit of Measure for each item bid. Vendor may include vendor's item number on quote sheet.

Vendor shall include any additional fees as may be applicable for deliveries to multiple delivery sites. Johnson County reserves the right to decline payment of any fees not submitted.

Johnson County addresses for precincts are as follows:

Johnson County Precinct Addresses

Precinct 1, 2744 W. FM 4, Cleburne, Texas 76031

Precinct 2, 3425 CR 920, Crowley, Texas 76036

Precinct 3, 10420 FM 917 East, Alvarado, Texas 76009

Precinct 4, 4300 E. FM 4, Cleburne, Texas 76031

Johnson County does not guarantee the purchase of any set amount of product(s) that are enclosed this bid specification.

- Vendor shall note if there is a minimum product order.
- Vendor shall submit a recent test report of each type of road material with the bid.



**ROAD MATERIALS
RFB 2013-322
QUOTE SHEET**

Vendor shall have the ability to provide road materials as described in this proposal. Having read and understood the instructions/terms of contract and specifications, vendor submits the following bid:

DESCRIPTION	PICKUP PLANT PRICE PER UOM	FOB PRECINCT/ JOB SITE MILEAGE RATE/UOM PRICE	UNIT OF MEASURE (UOM)	VENDOR ITEM NUMBER/ DESCRIPTION
Hot Mix Cold Laid, Item 334 Type F				
Hot Mix Cold Laid, Item 334 Type AC 1.5				
Hot Mix Asphaltic Concrete, Item 340 Type B				
Hot Mix Asphaltic Concrete, Item 340 Type D				
Riprap, Item 432 Type R	\$16 ⁰⁰ per ton	FOB ^{Tolar} Plant Site	Ton	
Riprap, Item 432 Type F	\$16 ⁰⁰ per ton	FOB ^{Tolar} Plant Site	Ton	
Surface Treatment Aggregate Type A, Grade 4				
Surface Treatment Aggregate Type A, Grade 5				
Surface Treatment Aggregate Type B, Grade 4				
Surface Treatment Aggregate Type B, Grade 5				
3/8" Pea Gravel 302.4, Grade 5				

(D)

Road Base Lime Plant Wastes with 1/2" fines				
Weathered Lime Kiln Dust				
Concrete Sand				
Portland Type Cement I/II				
Flexible Base, Item 247, Grade 1				
Flexible Base, Item 247, Grade 2	\$ 495	FOB Blum Plant	Ton	
Flexible Base, Item 247, Grade 3	\$ 490	FOB Blum Plant	Ton	
Coated Rock PB 3				
Coated Rock PB4				
High Performance Cold Mix				

Minimum Order (as may be applicable): n/a

Other fees (as may be applicable): n/a

VENDOR ACKNOWLEDGEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other offerer, and that the contents of this bid as to prices, terms or 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. And further, that the

manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

Vendor: Arnold Crushed Stone, Inc.

Address: P.O. Box 632, Blum TX 76627

Phone: (817) 558-9339 Fax: (254) 874-5246

E-Mail amendo @ ARNOLD CRUSHED STONE . COM

Offerer's Signature: J. Miles Arnold

Offerer's Printed Name: J. Miles Arnold

Position with Vendor: Operations Manager

Blum Plant: 1476 HCE 1104 Loop, Blum TX 76627
Tolar Plant: 5310 Coleman Ranch Rd. Tolar, TX 76476

JOHNSON COUNTY

COOPERATIVE PURCHASING FORM

Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. The Vendor (initial Accept or Decline option):

Accepts agreement: (J)

Declines agreement: _____

By accepting this agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

SIGNING BELOW SIGNIFIES THAT THE SIGNATOR HAS READ THE ABOVE COOPERATIVE PURCHASING GUIDELINES AND AGREED TO THE TERMS AND CONDITIONS THEREIN AND IS DULY AUTHORIZED TO EXECUTE THIS COOPERATIVE AGREEMENT.

Vendor: Aerona Crushed Stone, Inc.

Address: P.O. Box 632, Blum TX 76627

Phone: (817) 558-9339 Fax: (254) 874-5246

Official's Signature: J. Miles Aerona

Official's Printed Name: J. Miles Aerona

Position with Vendor: Operations Manager

Federal ID Number (TIN) or SSN and Name _____

Arnold Crushed Stone Inc

Customer References

City of Hillsboro

P.O. Box 568

Hillsboro, TX 76645

Contact Name: Bryan

Contact #: 254-337-1094

--

City of Whitney

PO Box 2050

Whitney, TX 76692

Contact Name: Todd

Contact Number: 254-337-0425

--

City of Burleson

141 W. Renfro St

Burleson, TX 76028

Contact Name: Darrin

Contact Number: 817-426-9869

--

Hill County Precinct 1

PO Box 671

Hillsboro, TX 76645

Contact Name: Danny Bodeker

Contact Number: 254-874-5435

Quotation / Purchase Order: JohnsonCounty.RFB2014-402.9172013

Date: 9/17/2013



Company	Johnson County		
Billing Address	1102 E Kilpatrick Ste B Cleburne TX 76031		
Job Name	Road Materials Bid 2014-402		
Address			
Freight Terms	Delivered	Taxable	No

Item	Quantity	Freight (see terms below)	Material Location	Unit
Flexbase Precinct 1	2744 W FM 4 Cleburne TX 76033	\$7.00	Blum	Ton
Flexbase Precinct 2	3425 CR 920 Crowley TX 76036	\$7.50	Blum	Ton
Flexbase Precinct 3	10420 FM 917 East Alvarado TX 76009	\$7.50	Blum	Ton
Flexbase Precinct 4	4300 E FM 4 Cleburne TX 76031	\$7.00	Blum	Ton
Rip Rap Precinct 1	2744 W FM 4 Cleburne TX 76033	\$10.00	Tolar	Ton
Rip Rap Precinct 2	3425 CR 920 Crowley TX 76036	\$12.00	Tolar	Ton
Rip Rap Precinct 3	10420 FM 917 East Alvarado TX 76009	\$15.00	Tolar	Ton
Rip Rap Precinct 4	4300 E FM 4 Cleburne TX 76031	\$12.00	Tolar	Ton

Please note these prices are for freight only and do not include the cost of the material. The material cost remains the same with or without delivery.

Terms - General

- Invoices will be sent either daily. Payment from Purchaser is due in full (no retainage or other amount withheld) within 30 days.
- Past due amounts accrue interest at the rate of 18% per annum.
- Payment to be made to P.O. Box 632, Blum, Hill County, Texas 76627. This agreement is performable in Hill County, Texas, and venue for any suit arising out of this agreement shall lie exclusively in the state district court of Hill County, Texas. Texas law shall govern this agreement.
- This quote is valid for 30 days from date of quote. If not signed within 30 days, it automatically expires. Acceptance not valid until signed by Purchaser and received by Arnold Crushed Stone, Inc. ("Seller"). Seller may withdraw this quote any time prior to acceptance by Purchaser.
- Once accepted, this agreement may only be modified in writing and signed by both parties.
- Seller is not liable for any consequential damages incurred or claimed to be incurred by Purchaser arising out of this agreement.

Terms - Sale of Goods

- Except as may be expressly provided on this purchase order, Seller makes no express or implied warranty or representations regarding the goods sold, including without limitation any warranty of merchantability or fitness for a particular purpose. No verbal representations whenever or however made shall be binding on Seller.
- Except as may be expressly provided on this purchase order, Seller does not guaranty availability of the quantity of goods sold. Rather, Seller agrees to sell the goods, subject to availability, up to the stated quantity for the stated price.
- Except as may be expressly provided on this purchase order, all sales of goods are FOB Seller from point of sale. Seller is not responsible for the goods or the transport of the goods once they leave Seller's premises. Seller is not responsible for load shifting or other events occurring during transport of the goods. Seller is not responsible for any weight restrictions or limitations imposed on vehicles transporting the goods.

Terms - Freight

- Freight rates are provided as an estimated figure only as of today's current rates. The exact delivered rate will be calculated upon determination of the delivery time frame. This rate is subject to change and cannot be guaranteed.
- Freight rate is for a full size truck load only and is not valid for tandem loads.

Sales Representative: J Miles Arnold Contact Number: 817-558-9339
Please sign below and fax to 254.874.5246 to accept this order.

Name _____ Title _____
Company _____ Date _____

**ROAD MATERIALS
RFB 2013-322
QUOTE SHEET**

Vendor shall have the ability to provide road materials as described in this proposal. Having read and understood the instructions/terms of contract and specifications, vendor submits the following bid:

DESCRIPTION	PICKUP PLANT PRICE PER UOM	FOB PRECINCT/ JOB SITE MILEAGE RATE/UOM PRICE	UNIT OF MEASURE (UOM)	VENDOR ITEM NUMBER/ DESCRIPTION
Hot Mix Cold Laid, Item 334 Type F				
Hot Mix Cold Laid, Item 334 Type AC 1.5				
Hot Mix Asphaltic Concrete, Item 340 Type B				
Hot Mix Asphaltic Concrete, Item 340 Type D				
Riprap, Item 432 Type R	\$16.00 per ton	FOB ^{Tolar} Plant Site	Ton	
Riprap, Item 432 Type F	\$16.00 per ton	FOB ^{Tolar} Plant Site	Ton	
Surface Treatment Aggregate Type A, Grade 4				
Surface Treatment Aggregate Type A, Grade 5				
Surface Treatment Aggregate Type B, Grade 4				
Surface Treatment Aggregate Type B, Grade 5				
3/8" Pea Gravel 302.4, Grade 5				

(D)

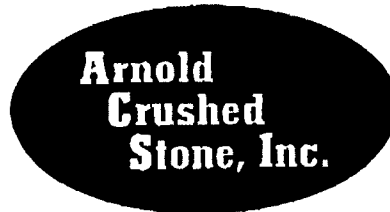
Road Base Lime Plant Wastes with 1/2" fines				
Weathered Lime Kiln Dust				
Concrete Sand				
Portland Type Cement I/II				
Flexible Base, Item 247, Grade 1				
Flexible Base, Item 247, Grade 2	495	FOB Blue Plant	Ton	
Flexible Base, Item 247, Grade 3	490	FOB Blue Plant	Ton	
Coated Rock PB 3				
Coated Rock PB4				
High Performance Cold Mix				

Minimum Order (as may be applicable): n/a

Other fees (as may be applicable): n/a

VENDOR ACKNOWLEDGEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other offerer, and that the contents of this bid as to prices, terms or 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. And further, that the



P.O. BOX 632
BLUM, TX 76627
(817) 558-9339
FAX (254) 874-5246

www.arnoldcrushedstone.com

Send to: Johnson County Purchasing	From: Arnold Crushed Stone Inc
Attention:	Date: Sept 17 2013
Fax Number: 817-556-6385	Phone Number: 817-556-6384

- Urgent
- Reply ASAP
- Please comment
- Please review
- For your information

Total pages, including cover: 4

Comments:

Please see attached for our requested trucking bid as it relates to our Road Materials bid RFB2014-402.
Please call with any questions.

Thank you,

Amanda Prescher
Arnold Crushed Stone Inc
817-558-9339
254-874-5246 (fax)

RFB 2014-402
FOR ROAD MATERIALS

1/18

TRINITY MATERIALS, INC.

P.O. Box 373
Ferris, Texas 75125

Johnson County Purchasing
Kelli Davis, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, TX 76031

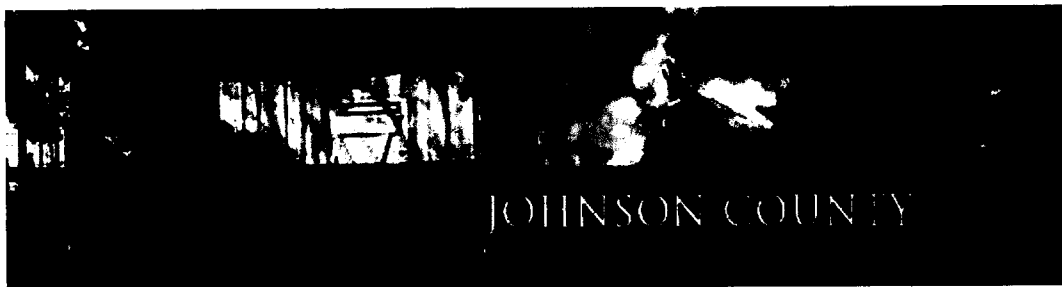
VENDOR NAME

Trinity Materials

REQUEST FOR BID

Road Materials

JOHNSON COUNTY



RFB 2014-402

DUE DATE: September 12, 2013

BY 2:30 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF BIDS: **Six (6) complete sets** of all bid documents (original and five (5) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Kelli Davis, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed bids shall be received no later than: 2:30 P.M., September 12, 2013.

MARK ENVELOPE: RFB 2014-402 FOR ROAD MATERIALS FOR JOHNSON COUNTY.

LATE PROPOSALS: Bids received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

BID SHALL INCLUDE: This RFB and all additional documents submitted. Each bid shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

The enclosed Request for Bid and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this bid. Vendors are invited to attend.

If vendor does not wish to submit a bid at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the bid opening. Results will be sent to those who submitted a bid.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the right to reject any or all bids as it may deem to be in the best interests of Johnson County.

Receipt of any bid shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose bid is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for bids. Johnson County also reserves the right to award all or part of a bid unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure 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 Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of bids, and vendor so agrees upon submittal of vendor's bid. Bids may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

BIDS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. *The bids shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.* However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the bid and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the bid shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This bid, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall

include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All bids meeting the intent of this request for bid will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFB, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFB. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFB specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFB and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFB. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

BID MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must 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.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Bids will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: Johnson County requests vendor to submit, with this RFB, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.

VENDOR SHALL PROVIDE with this response, all documentation required by this RFB. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, 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 negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance

under, any contract which may result from bid award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson 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 of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: **The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this**

specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFB throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

COOPERATIVE PURCHASING: Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. By accepting an agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no additional charges to Johnson County. Only original invoices will be accepted.** In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFB, in whole or in part, without the prior written consent of Johnson County.

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

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage

2. Automobile Liability
 - \$ 1,000,000.00 each accident Combined Single Liability
 - \$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation
 - Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for bid for the construction of public works, or will be under a

contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

1. References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
2. Completed W9 Form; and,
3. Other documentation as may be specified within this bid.

ANY QUESTIONS relating to this Request for Bid and Specification(s) shall be directed to Kelli Davis, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**ROAD MATERIALS
RFB 2014-402
SPECIFICATIONS**

SCOPE AND INTENT:

These specifications cover road materials for Johnson County Precincts, for a 12-month contract period beginning October 1, 2013 to September 30, 2014. Johnson County and vendor upon mutual consent may extend the contract for two (2) additional one-year periods after the initial term. Johnson County may purchase from this contract and/or through any other state or Inter-Local Agreement(s) with Johnson County.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include support documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

REQUIREMENTS:

The respective types of road materials being sought under this contact are as follows:

1. **Hot-Mix, Cold-Laid - Type F:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 334, Type F, bids will be priced per ton F.O.B. Approximately 8,000 tons used.
2. **Hot-Mix, Cold-Laid - Type AC 1.5:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 334, Type AC 1.5, bids will be priced per ton F.O.B.
3. **Hot-Mix Asphaltic Concrete - Type B or Type D:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 340, Type B or Type D, will be priced per ton F.O.B. Approximately 17,000 tons used.
4. **Riprap material – Type R and F:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 432 will bid Stone Type R or Stone Type F. Approximately 2,000 tons needed.

Stone (Type R) shall weigh between 50 and 250 pounds each, and at least 50 percent of the stones shall weigh more than 100 pounds each.

Stone (Type F) shall have at least one broad flat surface and shall weigh between 50 and 250 pounds each, and at least 40 percent of the stones shall weigh more than 100 pounds each.

GRADE ONE	GRADE TWO	GRADE THREE
Triaxial Class	Triaxial Class	Triaxial Class
Min. Compressive strength	Unspecified	Unspecified
PSI: 35 @ PSI lateral Pressure and 175 @ 15 PSI		
Lateral Pressure Master Grading 1-3/4" 0 7/8" 10-35 3/8" 30-50 No. 4 45-65 No. 40 70-85	Master Grading 2-1/2" 0 1-3/4" 0-10 No. 4 45-75 No.40 60-85	Master Grading 2-1/2" 0 1-3/4" 0-10 No. 4 30-75 No. 40 50-85
Max LL 35 Max PI 12	Max LL 40 Max PI 12	Max LL 40 Max PI 12
Wet Ball Mill Max 45	Wet Ball Mill Max 40	Wet Ball Mill Max 50
Max Increase in Passing No.40 20	Max Increase in Passing No. 40 20	Max Increase in Passing No. 40 20

* Approximately 100,000+ tons were used in the current fiscal year.

12. Coated Rock PB3 and PB4: Pre-coat chip set aggregates.

13. High Performance Cold Mix: Asphalt blend, primarily used in patching.

PRICES SHALL BE QUOTED AS FOLLOWS:

- **FOB Plant:**
Precinct picks up road materials from your designated plant. Quote price per ton.
- **FOB to Precinct and/or job site:**
Vendor delivers to precinct and/or designated project site in Johnson County. Quoted price is to be determined by rate per mileage and ton from vendor plant to project site or precinct.

Vendor should include Unit of Measure for each item bid. Vendor may include vendor's item number on quote sheet.

Vendor shall include any additional fees as may be applicable for deliveries to multiple delivery sites. Johnson County reserves the right to decline payment of any fees not submitted.

Johnson County addresses for precincts are as follows:

Johnson County Precinct Addresses

Precinct 1, 2744 W. FM 4, Cleburne, Texas 76031

Precinct 2, 3425 CR 920, Crowley, Texas 76036

Precinct 3, 10420 FM 917 East, Alvarado, Texas 76009

Precinct 4, 4300 E. FM 4, Cleburne, Texas 76031

Johnson County does not guarantee the purchase of any set amount of product(s) that are enclosed this bid specification.

- Vendor shall note if there is a minimum product order.
- Vendor shall submit a recent test report of each type of road material with the bid.

**ROAD MATERIALS
RFB 2013-322
QUOTE SHEET**

Vendor shall have the ability to provide road materials as described in this proposal. Having read and understood the instructions/terms of contract and specifications, vendor submits the following bid:

DESCRIPTION	PICKUP PLANT PRICE PER UOM	FOB PRECINCT/ JOB SITE MILEAGE RATE/UOM PRICE	UNIT OF MEASURE (UOM)	VENDOR ITEM NUMBER/ DESCRIPTION
Hot Mix Cold Laid, Item 334 Type F				
Hot Mix Cold Laid, Item 334 Type AC 1.5				
Hot Mix Asphaltic Concrete, Item 340 Type B				
Hot Mix Asphaltic Concrete, Item 340 Type D				
Riprap, Item 432 Type R				
Riprap, Item 432 Type F				
Surface Treatment Aggregate Type A, Grade 4				
Surface Treatment Aggregate Type A, Grade 5				
Surface Treatment Aggregate Type B, Grade 4				
Surface Treatment Aggregate Type B, Grade 5				
3/8" Pea Gravel 302.4, Grade 5	\$6.00		Ton	Item 23 3/8" Pea Gravel

Road Base Lime Plant Wastes with 1/2" fines				
Weathered Lime Kiln Dust				
Concrete Sand	#9.00		Ton	Item 10 Concrete Sand
Portland Type Cement I/II				
Flexible Base, Item 247, Grade 1				
Flexible Base, Item 247, Grade 2				
Flexible Base, Item 247, Grade 3				
Coated Rock PB 3				
Coated Rock PB4				
High Performance Cold Mix				

Minimum Order (as may be applicable): Min 24 tons

Other fees (as may be applicable): _____

VENDOR ACKNOWLEDGEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other offerer, and that the contents of this bid as to prices, terms or 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. And further, that the


manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

Vendor: Trinity Construction Materials Koppal Plant

Address: 2601 HWY 174
Koppal, TX 76652

Phone: 254-889-3078 Fax: 972-544-5947

E-Mail trey.gerik@trin.net

Offerer's Signature: 

Offerer's Printed Name: Trey Gerik

Position with Vendor: Sales Representative

JOHNSON COUNTY

COOPERATIVE PURCHASING FORM

Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. The Vendor (initial Accept or Decline option):

Accepts agreement: *JG*

Declines agreement: _____

By accepting this agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

SIGNING BELOW SIGNIFIES THAT THE SIGNATOR HAS READ THE ABOVE COOPERATIVE PURCHASING GUIDELINES AND AGREED TO THE TERMS AND CONDITIONS THEREIN AND IS DULY AUTHORIZED TO EXECUTE THIS COOPERATIVE AGREEMENT.

Vendor: *Trinity Construction Materials Inc.*

Address: *1112 E. Capeland Road Suite 500*
 Arlington, TX 76011

Phone: *817-243-6116* Fax: *972-544-5947*

Official's Signature: *[Signature]*

Official's Printed Name: *Troy Gerik*

Position with Vendor: *Sales Representative*

 75-2500526
Federal ID Number (TIN) or SSN and Name

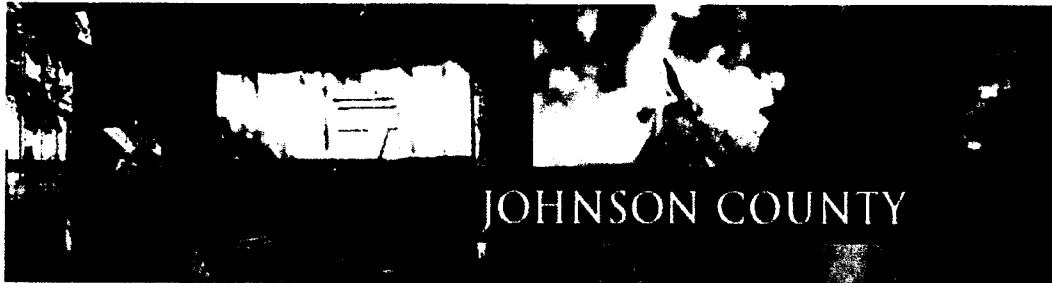
VENDOR NAME

Heartland Asphalt Materials, Inc.

REQUEST FOR BID

Road Materials

JOHNSON COUNTY



RFB 2014-402

DUE DATE: September 12, 2013

BY 2:30 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF BIDS: **Six (6) complete sets** of all bid documents (original and five (5) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Kelli Davis, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed bids shall be received no later than: 2:30 P.M., September 12, 2013.

MARK ENVELOPE: RFB 2014-402 FOR ROAD MATERIALS FOR JOHNSON COUNTY.

LATE PROPOSALS: Bids received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

BID SHALL INCLUDE: This RFB and all additional documents submitted. Each bid shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

The enclosed Request for Bid and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this bid. Vendors are invited to attend.

If vendor does not wish to submit a bid at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the bid opening. Results will be sent to those who submitted a bid.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the right to reject any or all bids as it may deem to be in the best interests of Johnson County.

Receipt of any bid shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose bid is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for bids. Johnson County also reserves the right to award all or part of a bid unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure 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 Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of bids, and vendor so agrees upon submittal of vendor's bid. Bids may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

BIDS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. *The bids shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.* However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the bid and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the bid shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This bid, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall

include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All bids meeting the intent of this request for bid will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFB, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFB. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFB specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFB and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFB. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

BID MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must 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.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Bids will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: Johnson County requests vendor to submit, with this RFB, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.

VEDNOR SHALL PROVIDE with this response, all documentation required by this RFB. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, 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 negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance

under, any contract which may result from bid award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson 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 of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: **The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this**

specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFB throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

COOPERATIVE PURCHASING: Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. By accepting an agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no additional charges to Johnson County. Only original invoices will be accepted.** In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFB, in whole or in part, without the prior written consent of Johnson County.

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

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage

2. Automobile Liability
 - \$ 1,000,000.00 each accident Combined Single Liability
 - \$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation
 - Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for bid for the construction of public works, or will be under a

contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

1. References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
2. Completed W9 Form; and,
3. Other documentation as may be specified within this bid.

ANY QUESTIONS relating to this Request for Bid and Specification(s) shall be directed to Kelli Davis, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**ROAD MATERIALS
RFB 2014-402
SPECIFICATIONS**

SCOPE AND INTENT:

These specifications cover road materials for Johnson County Precincts, for a 12-month contract period beginning October 1, 2013 to September 30, 2014. Johnson County and vendor upon mutual consent may extend the contract for two (2) additional one-year periods after the initial term. Johnson County may purchase from this contract and/or through any other state or Inter-Local Agreement(s) with Johnson County.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include support documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

REQUIREMENTS:

The respective types of road materials being sought under this contact are as follows:

1. **Hot-Mix, Cold-Laid - Type F:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 334, Type F, bids will be priced per ton F.O.B. Approximately 8,000 tons used.
2. **Hot-Mix, Cold-Laid - Type AC 1.5:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 334, Type AC 1.5, bids will be priced per ton F.O.B.
3. **Hot-Mix Asphaltic Concrete - Type B or Type D:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 340, Type B or Type D, will be priced per ton F.O.B. Approximately 17,000 tons used.
4. **Riprap material – Type R and F:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 432 will bid Stone Type R or Stone Type F. Approximately 2,000 tons needed.

Stone (Type R) shall weigh between 50 and 250 pounds each, and at least 50 percent of the stones shall weigh more than 100 pounds each.

Stone (Type F) shall have at least one broad flat surface and shall weigh between 50 and 250 pounds each, and at least 40 percent of the stones shall weigh more than 100 pounds each.

GRADE ONE	GRADE TWO	GRADE THREE
Triaxial Class	Triaxial Class	Triaxial Class
Min. Compressive strength	Unspecified	Unspecified
PSI: 35 @ PSI lateral Pressure and 175 @ 15 PSI		
Lateral Pressure Master Grading 1-3/4" 0 7/8" 10-35 3/8" 30-50 No. 4 45-65 No. 40 70-85	Master Grading 2-1/2" 0 1-3/4" 0-10 No. 4 45-75 No.40 60-85	Master Grading 2-1/2" 0 1-3/4" 0-10 No. 4 30-75 No. 40 50-85
Max LL 35 Max PI 12	Max LL 40 Max PI 12	Max LL 40 Max PI 12
Wet Ball Mill Max 45	Wet Ball Mill Max 40	Wet Ball Mill Max 50
Max Increase in Passing No.40 20	Max Increase in Passing No. 40 20	Max Increase in Passing No. 40 20

* Approximately 100,000+ tons were used in the current fiscal year.

12. Coated Rock PB3 and PB4: Pre-coat chip set aggregates.

13. High Performance Cold Mix: Asphalt blend, primarily used in patching.

PRICES SHALL BE QUOTED AS FOLLOWS:

- **FOB Plant:**
Precinct picks up road materials from your designated plant. Quote price per ton.
- **FOB to Precinct and/or job site:**
Vendor delivers to precinct and/or designated project site in Johnson County. Quoted price is to be determined by rate per mileage and ton from vendor plant to project site or precinct.

Vendor should include Unit of Measure for each item bid. Vendor may include vendor's item number on quote sheet.

Vendor shall include any additional fees as may be applicable for deliveries to multiple delivery sites. Johnson County reserves the right to decline payment of any fees not submitted.

Johnson County addresses for precincts are as follows:

Johnson County Precinct Addresses

Precinct 1, 2744 W. FM 4, Cleburne, Texas 76031

Precinct 2, 3425 CR 920, Crowley, Texas 76036

Precinct 3, 10420 FM 917 East, Alvarado, Texas 76009

Precinct 4, 4300 E. FM 4, Cleburne, Texas 76031

Johnson County does not guarantee the purchase of any set amount of product(s) that are enclosed this bid specification.

- Vendor shall note if there is a minimum product order.
- Vendor shall submit a recent test report of each type of road material with the bid.

**ROAD MATERIALS
RFB 2013-322
QUOTE SHEET**

Vendor shall have the ability to provide road materials as described in this proposal. Having read and understood the instructions/terms of contract and specifications, vendor submits the following bid:

DESCRIPTION	PICKUP PLANT PRICE PER UOM	FOB PRECINCT/ JOB SITE MILEAGE RATE/UOM PRICE	UNIT OF MEASURE (UOM)	VENDOR ITEM NUMBER/ DESCRIPTION
Hot Mix Cold Laid, Item 334 Type F	No Bid	No Bid	No Bid	No Bid
Hot Mix Cold Laid, Item 334 Type AC 1.5	↓	↓	↓	↓
Hot Mix Asphaltic Concrete, Item 340 Type B				
Hot Mix Asphaltic Concrete, Item 340 Type D				
Riprap, Item 432 Type R				
Riprap, Item 432 Type F				
Surface Treatment Aggregate Type A, Grade 4				
Surface Treatment Aggregate Type A, Grade 5				
Surface Treatment Aggregate Type B, Grade 4				
Surface Treatment Aggregate Type B, Grade 5				
3/8" Pea Gravel 302.4, Grade 5				

Road Base Lime Plant Wastes with 1/2" fines	No Bid	No Bid	No Bid	No Bid
Weathered Lime Kiln Dust				
Concrete Sand				
Portland Type Cement I/II				
Flexible Base, Item 247, Grade 1				
Flexible Base, Item 247, Grade 2				
Flexible Base, Item 247, Grade 3				
Coated Rock PB 3				
Coated Rock PB4				
High Performance Cold Mix				

Minimum Order (as may be applicable): N/A

Other fees (as may be applicable): N/A

VENDOR ACKNOWLEDGEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other offerer, and that the contents of this bid as to prices, terms or 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. And further, that the

manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

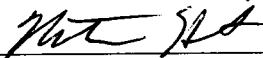
Vendor: Heartland Asphalt Materials, Inc.

Address: 860 Airport Freeway Ste 400

Hurst, TX 76054

Phone: (817) 788-9700 Fax: (817) 788-9706

E-Mail mhunt@heartlandasphaltmaterials.com

Offerer's Signature: 

Offerer's Printed Name: Matthew Hunt

Position with Vendor: Account Manager

JOHNSON COUNTY

COOPERATIVE PURCHASING FORM

Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. The Vendor (initial Accept or Decline option):

Accepts agreement: N/A

Declines agreement: N/A

By accepting this agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

SIGNING BELOW SIGNIFIES THAT THE SIGNATOR HAS READ THE ABOVE COOPERATIVE PURCHASING GUIDELINES AND AGREED TO THE TERMS AND CONDITIONS THEREIN AND IS DULY AUTHORIZED TO EXECUTE THIS COOPERATIVE AGREEMENT.

Vendor: _____

Address: _____

Phone: _____ Fax: _____

Official's Signature: _____

Official's Printed Name: _____

Position with Vendor: _____

Federal ID Number (TIN) or SSN and Name

Johnson County Purchasing
Kelli Davis CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, TX 76031

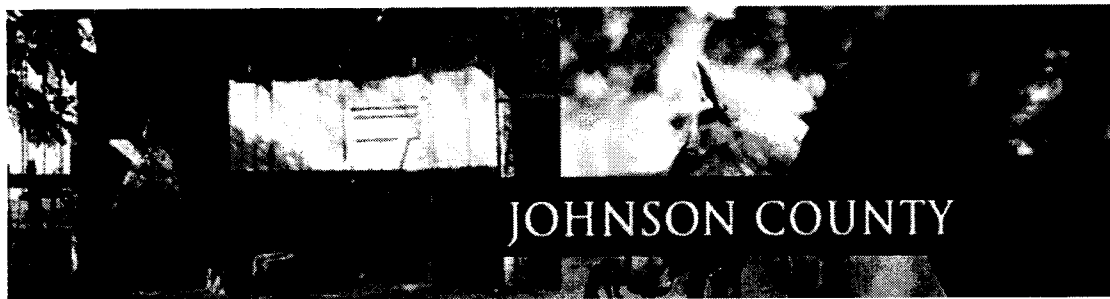
PPB 2014-402
Road Materials For Johnson County

VENDOR NAME

REQUEST FOR BID

Road Materials

JOHNSON COUNTY



RFB 2014-402

DUE DATE: September 12, 2013

BY 2:30 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF BIDS: **Six (6) complete sets** of all bid documents (original and five (5) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Kelli Davis, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed bids shall be received no later than: 2:30 P.M., September 12, 2013.

MARK ENVELOPE: RFB 2014-402 FOR ROAD MATERIALS FOR JOHNSON COUNTY.

LATE PROPOSALS: Bids received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

BID SHALL INCLUDE: This RFB and all additional documents submitted. Each bid shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.

The enclosed Request for Bid and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this bid. Vendors are invited to attend.

If vendor does not wish to submit a bid at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the bid opening. Results will be sent to those who submitted a bid.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the right to reject any or all bids as it may deem to be in the best interests of Johnson County.

Receipt of any bid shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose bid is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for bids. Johnson County also reserves the right to award all or part of a bid unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure 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 Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of bids, and vendor so agrees upon submittal of vendor's bid. Bids may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

BIDS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. ***The bids shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.*** However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the bid and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the bid shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This bid, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall

include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract **SHALL** be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a **CONFLICT OF INTEREST QUESTIONNAIRE** by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All bids meeting the intent of this request for bid will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFB, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFB. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFB specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFB and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFB. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

BID MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must 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.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Bids will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: **Johnson County requests vendor to submit, with this RFB, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.**

VEDNOR SHALL PROVIDE with this response, all documentation required by this RFB. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, 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 negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance

under, any contract which may result from bid award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson 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 of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: **The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this**

specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFB throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

COOPERATIVE PURCHASING: Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. By accepting an agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no additional charges to Johnson County. Only original invoices will be accepted.** In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFB, in whole or in part, without the prior written consent of Johnson County.

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

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage

2. Automobile Liability
 - \$ 1,000,000.00 each accident Combined Single Liability
 - \$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation
 - Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for bid for the construction of public works, or will be under a

contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

1. References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
2. Completed W9 Form; and,
3. Other documentation as may be specified within this bid.

ANY QUESTIONS relating to this Request for Bid and Specification(s) shall be directed to Kelli Davis, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**ROAD MATERIALS
RFB 2014-402
SPECIFICATIONS**

SCOPE AND INTENT:

These specifications cover road materials for Johnson County Precincts, for a 12-month contract period beginning October 1, 2013 to September 30, 2014. Johnson County and vendor upon mutual consent may extend the contract for two (2) additional one-year periods after the initial term. Johnson County may purchase from this contract and/or through any other state or Inter-Local Agreement(s) with Johnson County.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include support documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

REQUIREMENTS:

The respective types of road materials being sought under this contact are as follows:

1. **Hot-Mix, Cold-Laid - Type F:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 334, Type F, bids will be priced per ton F.O.B. Approximately 8,000 tons used.
2. **Hot-Mix, Cold-Laid - Type AC 1.5:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 334, Type AC 1.5, bids will be priced per ton F.O.B.
3. **Hot-Mix Asphaltic Concrete - Type B or Type D:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 340, Type B or Type D, will be priced per ton F.O.B. Approximately 17,000 tons used.
4. **Riprap material – Type R and F:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 432 will bid Stone Type R or Stone Type F. Approximately 2,000 tons needed.

Stone (Type R) shall weigh between 50 and 250 pounds each, and at least 50 percent of the stones shall weigh more than 100 pounds each.

Stone (Type F) shall have at least one broad flat surface and shall weigh between 50 and 250 pounds each, and at least 40 percent of the stones shall weigh more than 100 pounds each.

GRADE ONE	GRADE TWO	GRADE THREE
Triaxial Class	Triaxial Class	Triaxial Class
Min. Compressive strength	Unspecified	Unspecified
PSI: 35 @ PSI lateral Pressure and 175 @ 15 PSI		
Lateral Pressure Master Grading 1-3/4" 0 7/8" 10-35 3/8" 30-50 No. 4 45-65 No. 40 70-85	Master Grading 2-1/2" 0 1-3/4" 0-10 No. 4 45-75 No.40 60-85	Master Grading 2-1/2" 0 1-3/4" 0-10 No. 4 30-75 No. 40 50-85
Max LL 35 Max PI 12	Max LL 40 Max PI 12	Max LL 40 Max PI 12
Wet Ball Mill Max 45	Wet Ball Mill Max 40	Wet Ball Mill Max 50
Max Increase in Passing No.40 20	Max Increase in Passing No. 40 20	Max Increase in Passing No. 40 20

* Approximately 100,000+ tons were used in the current fiscal year.

12. Coated Rock PB3 and PB4: Pre-coat chip set aggregates.

13. High Performance Cold Mix: Asphalt blend, primarily used in patching.

PRICES SHALL BE QUOTED AS FOLLOWS:

- **FOB Plant:**
Precinct picks up road materials from your designated plant. Quote price per ton.
- **FOB to Precinct and/or job site:**
Vendor delivers to precinct and/or designated project site in Johnson County. Quoted price is to be determined by rate per mileage and ton from vendor plant to project site or precinct.

Vendor should include Unit of Measure for each item bid. Vendor may include vendor's item number on quote sheet.

Vendor shall include any additional fees as may be applicable for deliveries to multiple delivery sites. Johnson County reserves the right to decline payment of any fees not submitted.

Johnson County addresses for precincts are as follows:

Johnson County Precinct Addresses

Precinct 1, 2744 W. FM 4, Cleburne, Texas 76031

Precinct 2, 3425 CR 920, Crowley, Texas 76036

Precinct 3, 10420 FM 917 East, Alvarado, Texas 76009

Precinct 4, 4300 E. FM 4, Cleburne, Texas 76031

Johnson County does not guarantee the purchase of any set amount of product(s) that are enclosed this bid specification.

- Vendor shall note if there is a minimum product order.
- Vendor shall submit a recent test report of each type of road material with the bid.

**ROAD MATERIALS
RFB 2013-322
QUOTE SHEET**

Vendor shall have the ability to provide road materials as described in this proposal. Having read and understood the instructions/terms of contract and specifications, vendor submits the following bid:

DESCRIPTION	PICKUP PLANT PRICE PER UOM	FOB PRECINCT/ JOB SITE MILEAGE RATE/UOM PRICE	UNIT OF MEASURE (UOM)	VENDOR ITEM NUMBER/ DESCRIPTION
Hot Mix Cold Laid, Item 334 Type F				
Hot Mix Cold Laid, Item 334 Type AC 1.5				
Hot Mix Asphaltic Concrete, Item 340 Type B				
Hot Mix Asphaltic Concrete, Item 340 Type D				
Riprap, Item 432 Type R				
Riprap, Item 432 Type F				
Surface Treatment Aggregate Type A, Grade 4	1/4 TORPEDO GRAVEL \$6.50 @ TON	CALL 254-897-4016 FOR CURRANT RATES		
Surface Treatment Aggregate Type A, Grade 5				
Surface Treatment Aggregate Type B, Grade 4				
Surface Treatment Aggregate Type B, Grade 5				
3/8" Pea Gravel 302.4, Grade 5	\$11.00 @ TON IF AVAILABLE	CALL 254-897-4016 FOR CURRANT RATES		

Road Base Lime Plant Wastes with ½" fines				
Weathered Lime Kiln Dust				
Concrete Sand	\$10.50 TON	CALL 254-897-4016 FOR CURRENT RATES		
Portland Type Cement I/II				
Flexible Base, Item 247, Grade 1				
Flexible Base, Item 247, Grade 2				
Flexible Base, Item 247, Grade 3				
Coated Rock PB 3				
Coated Rock PB4				
High Performance Cold Mix				

Minimum Order (as may be applicable): _____

Other fees (as may be applicable): _____

VENDOR ACKNOWLEDGEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other offerer, and that the contents of this bid as to prices, terms or 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. And further, that the

manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

Vendor: INGRAM CONCRETE LLC

Address: 4989 N FM 199

CLEBURNE, TX 76033

Phone: 254-897-4016 Fax: 254-897-7908

E-Mail lhammond@ingramconcrete.com

Offerer's Signature: *Larry Hammond*

Offerer's Printed Name: LARRY HAMMOND

Position with Vendor: SALES DIRECTOR

JOHNSON COUNTY

COOPERATIVE PURCHASING FORM

Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. The Vendor (initial Accept or Decline option):

Accepts agreement: _____

Declines agreement: _____ ✓

By accepting this agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

SIGNING BELOW SIGNIFIES THAT THE SIGNATOR HAS READ THE ABOVE COOPERATIVE PURCHASING GUIDELINES AND AGREED TO THE TERMS AND CONDITIONS THEREIN AND IS DULY AUTHORIZED TO EXECUTE THIS COOPERATIVE AGREEMENT.

Vendor: _____

Address: _____

Phone: _____ Fax: _____

Official's Signature: _____

Official's Printed Name: _____

Position with Vendor: _____

Federal ID Number (TIN) or SSN and Name

CERTIFIED MAIL



7010 0780 0002 0947 0586

SQUAW CREEK MATERIALS, LP
PO BOX 123
CANNONW, TX 76077



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Label 107, January 2008

Johnson County Purchasing
Kelli Davis, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, TX 76031



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Label 107, January 2008

RFB 2014-402 FOR ROAD MATERIALS FOR JOHNSON COUNTY

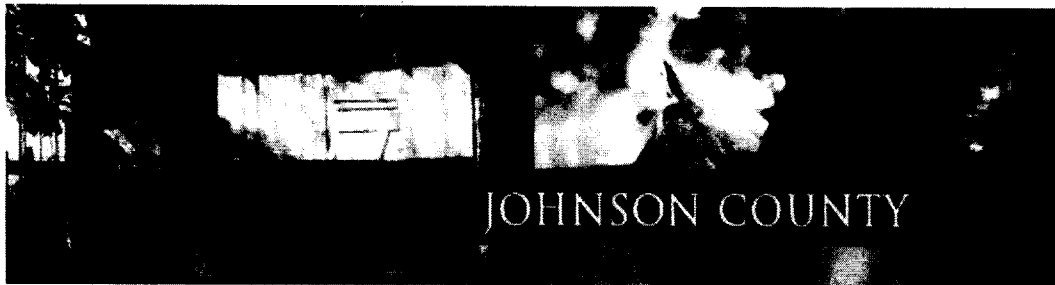
VENDOR NAME

SQUAW CREEK MATERIALS, L. P.

REQUEST FOR BID

Road Materials

JOHNSON COUNTY



RFB 2014-402

DUE DATE: September 12, 2013

BY 2:30 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF BIDS: Six (6) complete sets of all bid documents (original and five (5) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Kelli Davis, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed bids shall be received no later than: 2:30 P.M., September 12, 2013.

MARK ENVELOPE: RFB 2014-402 FOR ROAD MATERIALS FOR JOHNSON COUNTY.

LATE PROPOSALS: Bids received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

BID SHALL INCLUDE: This RFB and all additional documents submitted. Each bid shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

The enclosed Request for Bid and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this bid. Vendors are invited to attend.

If vendor does not wish to submit a bid at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the bid opening. Results will be sent to those who submitted a bid.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the right to reject any or all bids as it may deem to be in the best interests of Johnson County.



Receipt of any bid shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose bid is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for bids. Johnson County also reserves the right to award all or part of a bid unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure 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 Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of bids, and vendor so agrees upon submittal of vendor's bid. Bids may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

BIDS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. *The bids shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.* However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the bid and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the bid shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This bid, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall

include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All bids meeting the intent of this request for bid will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFB, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFB. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFB specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFB and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFB. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

BID MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must 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.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Bids will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: Johnson County requests vendor to submit, with this RFB, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.

VENDOR SHALL PROVIDE with this response, all documentation required by this RFB. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, 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 negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance

under, any contract which may result from bid award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson 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 of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

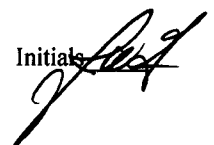
Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this



specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFB throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

COOPERATIVE PURCHASING: Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. By accepting an agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

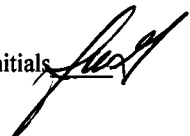
PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.



PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no additional charges to Johnson County. Only original invoices will be accepted.** In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFB, in whole or in part, without the prior written consent of Johnson County.

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

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance



Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage

2. Automobile Liability
 - \$ 1,000,000.00 each accident Combined Single Liability
 - \$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation
 - Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for bid for the construction of public works, or will be under a

contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

1. References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
2. Completed W9 Form; and,
3. Other documentation as may be specified within this bid.

ANY QUESTIONS relating to this Request for Bid and Specification(s) shall be directed to Kelli Davis, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**ROAD MATERIALS
RFB 2014-402
SPECIFICATIONS**

SCOPE AND INTENT:

These specifications cover road materials for Johnson County Precincts, for a 12-month contract period beginning October 1, 2013 to September 30, 2014. Johnson County and vendor upon mutual consent may extend the contract for two (2) additional one-year periods after the initial term. Johnson County may purchase from this contract and/or through any other state or Inter-Local Agreement(s) with Johnson County.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include support documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

REQUIREMENTS:

The respective types of road materials being sought under this contact are as follows:

1. **Hot-Mix, Cold-Laid - Type F:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 334, Type F, bids will be priced per ton F.O.B. Approximately 8,000 tons used.
2. **Hot-Mix, Cold-Laid - Type AC 1.5:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 334, Type AC 1.5, bids will be priced per ton F.O.B.
3. **Hot-Mix Asphaltic Concrete - Type B or Type D:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 340, Type B or Type D, will be priced per ton F.O.B. Approximately 17,000 tons used.
4. **Riprap material – Type R and F:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 432 will bid Stone Type R or Stone Type F. Approximately 2,000 tons needed.

Stone (Type R) shall weigh between 50 and 250 pounds each, and at least 50 percent of the stones shall weigh more than 100 pounds each.

Stone (Type F) shall have at least one broad flat surface and shall weigh between 50 and 250 pounds each, and at least 40 percent of the stones shall weigh more than 100 pounds each.

GRADE ONE	GRADE TWO	GRADE THREE
Triaxial Class	Triaxial Class	Triaxial Class
Min. Compressive strength	Unspecified	Unspecified
PSI: 35 @ PSI lateral Pressure and 175 @ 15 PSI		
Lateral Pressure Master Grading 1-3/4" 0 7/8" 10-35 3/8" 30-50 No. 4 45-65 No. 40 70-85	Master Grading 2-1/2" 0 1-3/4" 0-10 No. 4 45-75 No.40 60-85	Master Grading 2-1/2" 0 1-3/4" 0-10 No. 4 30-75 No. 40 50-85
Max LL 35 Max PI 12	Max LL 40 Max PI 12	Max LL 40 Max PI 12
Wet Ball Mill Max 45	Wet Ball Mill Max 40	Wet Ball Mill Max 50
Max Increase in Passing No.40 20	Max Increase in Passing No. 40 20	Max Increase in Passing No. 40 20

* Approximately 100,000+ tons were used in the current fiscal year.

12. Coated Rock PB3 and PB4: Pre-coat chip set aggregates.

13. High Performance Cold Mix: Asphalt blend, primarily used in patching.

PRICES SHALL BE QUOTED AS FOLLOWS:

- **FOB Plant:**
Precinct picks up road materials from your designated plant. Quote price per ton.
- **FOB to Precinct and/or job site:**
Vendor delivers to precinct and/or designated project site in Johnson County. Quoted price is to be determined by rate per mileage and ton from vendor plant to project site or precinct.

Vendor should include Unit of Measure for each item bid. Vendor may include vendor's item number on quote sheet.

Vendor shall include any additional fees as may be applicable for deliveries to multiple delivery sites. Johnson County reserves the right to decline payment of any fees not submitted.

Johnson County addresses for precincts are as follows:

Johnson County Precinct Addresses

Precinct 1, 2744 W. FM 4, Cleburne, Texas 76031

Precinct 2, 3425 CR 920, Crowley, Texas 76036

Precinct 3, 10420 FM 917 East, Alvarado, Texas 76009

Precinct 4, 4300 E. FM 4, Cleburne, Texas 76031

Johnson County does not guarantee the purchase of any set amount of product(s) that are enclosed this bid specification.

- Vendor shall note if there is a minimum product order.
- Vendor shall submit a recent test report of each type of road material with the bid.

**ROAD MATERIALS
RFB 2013-322
QUOTE SHEET**

Vendor shall have the ability to provide road materials as described in this proposal. Having read and understood the instructions/terms of contract and specifications, vendor submits the following bid:

DESCRIPTION	PICKUP PLANT PRICE PER UOM	FOB PRECINCT/ JOB SITE MILEAGE RATE/UOM PRICE	UNIT OF MEASURE (UOM)	VENDOR ITEM NUMBER/ DESCRIPTION
Hot Mix Cold Laid, Item 334 Type F	NO BID	NO BID	NO BID	NO BID
Hot Mix Cold Laid, Item 334 Type AC 1.5				
Hot Mix Asphaltic Concrete, Item 340 Type B				
Hot Mix Asphaltic Concrete, Item 340 Type D				
Riprap, Item 432 Type R				
Riprap, Item 432 Type F				
Surface Treatment Aggregate Type A, Grade 4				
Surface Treatment Aggregate Type A, Grade 5				
Surface Treatment Aggregate Type B, Grade 4				
Surface Treatment Aggregate Type B, Grade 5				
3/8" Pea Gravel 302.4, Grade 5				

Road Base Lime Plant Wastes with 1/2" fines	NO BID 	NO BID 	NO BID 	NO BID 	
Weathered Lime Kiln Dust					
Concrete Sand	\$5.50/ton	.25/ton * mile	tons	4	* Minimum of 24 tons delivered
Portland Type Cement I/II	NO BID 	NO BID 	NO BID 	NO BID 	
Flexible Base, Item 247, Grade 1 Type A	\$6.25/ton	.25/ton * mile	tons	1	* Minimum of 24 tons delivered
Flexible Base, Item 247, Grade 2 Type A	\$6.25/ton	.25/ton * mile	tons	1	* Minimum of 24 tons delivered
Flexible Base, Item 247, Grade 3	NO BID 	NO BID 	NO BID 	NO BID 	
Coated Rock PB 3					
Coated Rock PB4					
High Performance Cold Mix					

Minimum Order (as may be applicable): 24 tons delivered

Other fees (as may be applicable): _____

VENDOR ACKNOWLEDGEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other offerer, and that the contents of this bid as to prices, terms or 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. And further, that the

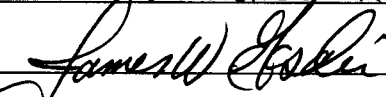
manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

Vendor: SQUAW CREEK MATERIALS, L.P.

Address: OFF: P.O. Box 123 PLANT: 6101 Thomas Ct.
Rainbow, TX 76077 Tolar, TX 76476

Phone: 254) 897-3649 Fax: 1-855-301-9401

E-Mail scm6101@windstream.net

Offerer's Signature: 

Offerer's Printed Name: James W. Gosdin

Position with Vendor: Manager, Nemo Ventures, L.L.C.

VENDOR REFERENCES

REFERENCE ONE:

Hood County Road Operations
1400 W. Pearl St.
Granbury, TX 76048
817-579-3304

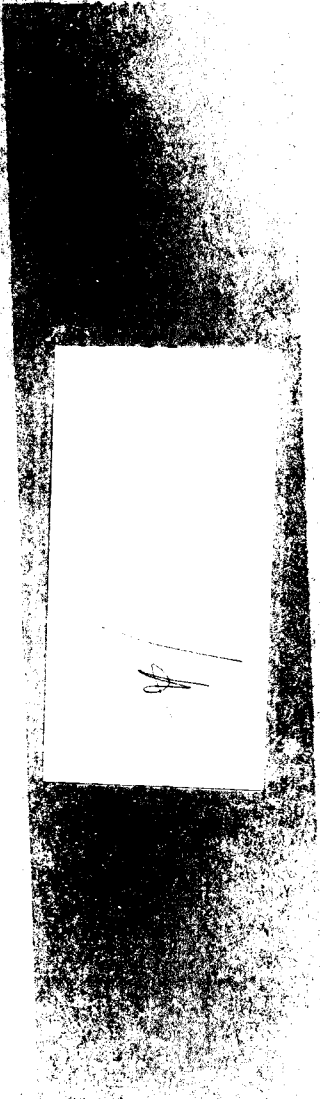
REFERENCE TWO:

City of Granbury
PO Box 969
Granbury, TX 76048
817-573-1114

REFERENCE THREE:

Somervell County Water District
PO Box 1386
Glen Rose, TX 76043
254-897-4141

APAC - TEXAS, INC.
P.O. BOX 1807
FORT WORTH, TX 76101



Johnson co. Purchasing
Kelli Davis, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, TX 76031

RFB 2014-402
For Road Materials For
Johnson Co.

Heather Carmichael

From: McConathy, Stephen (APAC Texas Bitulithic) <Stephen.McConathy@apac.com>
Sent: Wednesday, September 18, 2013 8:15 AM
To: Heather Carmichael
Subject: Haul Rate Clarification for RFB 2013-322

Heather,

After review of our RFB 2013-322 bid submitted n 9-12-13 we have an error on the Job Site Mileage Rate for the following Items:

- Hot Mix Cold Laid Item 334 Type F
- Hot Mix Cold Laid Item 334 Type AC 1.5
- Hot Mix Asphaltic Concrete Item 340 Type B
- Hot Mix Asphaltic Concrete Item 340 Type D

The error in the delivery rate as bid is: 1 – 10 miles \$10.00 per ton, add \$0.25 per mile for each additional mile.
The correct delivery rate should be: 1 – 10 miles \$5.00 per ton, add \$0.25 per mile for each additional mile.

As you will see the High Performance Cold Mix delivery rate was correct and the above correction will make delivery pricing uniform for all of our products bid.

Sorry for the inconvenience, if there is anything else that you need give me a call...

Thanks,

Steve McConathy
APAC-Texas, Inc.
214-926-9031 cell
817-877-4908 fax



Always

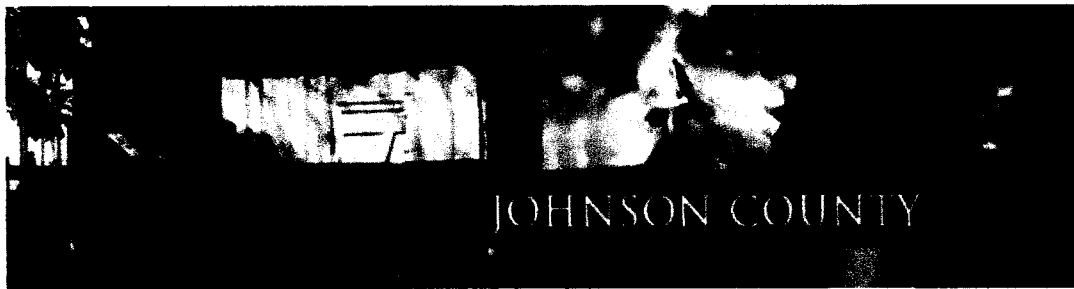
original

VENDOR NAME

REQUEST FOR BID

Road Materials

JOHNSON COUNTY



RFB 2014-402

DUE DATE: September 12, 2013

BY 2:30 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF BIDS: Six (6) complete sets of all bid documents (original and five (5) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Kelli Davis, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed bids shall be received no later than: 2:30 P.M., September 12, 2013.

MARK ENVELOPE: RFB 2014-402 FOR ROAD MATERIALS FOR JOHNSON COUNTY.

LATE PROPOSALS: Bids received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

BID SHALL INCLUDE: This RFB and all additional documents submitted. Each bid shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

The enclosed Request for Bid and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this bid. Vendors are invited to attend.

If vendor does not wish to submit a bid at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the bid opening. Results will be sent to those who submitted a bid.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the right to reject any or all bids as it may deem to be in the best interests of Johnson County.

Receipt of any bid shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose bid is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for bids. Johnson County also reserves the right to award all or part of a bid unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure 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 Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of bids, and vendor so agrees upon submittal of vendor's bid. Bids may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

BIDS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. *The bids shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.* However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the bid and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the bid shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This bid, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall

include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All bids meeting the intent of this request for bid will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFB, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFB. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFB specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFB and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFB. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

BID MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.



DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must 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.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Bids will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: **Johnson County requests vendor to submit, with this RFB, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.**

VEDNOR SHALL PROVIDE with this response, all documentation required by this RFB. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, 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 negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance

under, any contract which may result from bid award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson 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 of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this

specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFB throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

COOPERATIVE PURCHASING: Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. By accepting an agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.


PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.



PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no additional charges to Johnson County. Only original invoices will be accepted.** In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFB, in whole or in part, without the prior written consent of Johnson County.

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

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage

2. Automobile Liability
 - \$ 1,000,000.00 each accident Combined Single Liability
 - \$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation
 - Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Poors.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for bid for the construction of public works, or will be under a

contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

1. References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
2. Completed W9 Form; and,
3. Other documentation as may be specified within this bid.

ANY QUESTIONS relating to this Request for Bid and Specification(s) shall be directed to Kelli Davis, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**ROAD MATERIALS
RFB 2014-402
SPECIFICATIONS**

SCOPE AND INTENT:

These specifications cover road materials for Johnson County Precincts, for a 12-month contract period beginning October 1, 2013 to September 30, 2014. Johnson County and vendor upon mutual consent may extend the contract for two (2) additional one-year periods after the initial term. Johnson County may purchase from this contract and/or through any other state or Inter-Local Agreement(s) with Johnson County.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include support documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

REQUIREMENTS:

The respective types of road materials being sought under this contact are as follows:

1. **Hot-Mix, Cold-Laid - Type F:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 334, Type F, bids will be priced per ton F.O.B. Approximately 8,000 tons used.
2. **Hot-Mix, Cold-Laid - Type AC 1.5:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 334, Type AC 1.5, bids will be priced per ton F.O.B.
3. **Hot-Mix Asphaltic Concrete - Type B or Type D:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 340, Type B or Type D, will be priced per ton F.O.B. Approximately 17,000 tons used.
4. **Riprap material – Type R and F:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 432 will bid Stone Type R or Stone Type F. Approximately 2,000 tons needed.

Stone (Type R) shall weigh between 50 and 250 pounds each, and at least 50 percent of the stones shall weigh more than 100 pounds each.

Stone (Type F) shall have at least one broad flat surface and shall weigh between 50 and 250 pounds each, and at least 40 percent of the stones shall weigh more than 100 pounds each.

GRADE ONE	GRADE TWO	GRADE THREE
Triaxial Class	Triaxial Class	Triaxial Class
Min. Compressive strength	Unspecified	Unspecified
PSI: 35 @ PSI lateral Pressure and 175 @ 15 PSI		
Lateral Pressure Master Grading 1-3/4" 0 7/8" 10-35 3/8" 30-50 No. 4 45-65 No. 40 70-85	Master Grading 2-1/2" 0 1-3/4" 0-10 No. 4 45-75 No.40 60-85	Master Grading 2-1/2" 0 1-3/4" 0-10 No. 4 30-75 No. 40 50-85
Max LL 35 Max PI 12	Max LL 40 Max PI 12	Max LL 40 Max PI 12
Wet Ball Mill Max 45	Wet Ball Mill Max 40	Wet Ball Mill Max 50
Max Increase in Passing No.40 20	Max Increase in Passing No. 40 20	Max Increase in Passing No. 40 20

* Approximately 100,000+ tons were used in the current fiscal year.

12. Coated Rock PB3 and PB4: Pre-coat chip set aggregates.

13. High Performance Cold Mix: Asphalt blend, primarily used in patching.

PRICES SHALL BE QUOTED AS FOLLOWS:

- **FOB Plant:**
Precinct picks up road materials from your designated plant. Quote price per ton.
- **FOB to Precinct and/or job site:**
Vendor delivers to precinct and/or designated project site in Johnson County. Quoted price is to be determined by rate per mileage and ton from vendor plant to project site or precinct.

Vendor should include Unit of Measure for each item bid. Vendor may include vendor's item number on quote sheet.

Vendor shall include any additional fees as may be applicable for deliveries to multiple delivery sites. Johnson County reserves the right to decline payment of any fees not submitted.

Johnson County addresses for precincts are as follows:

Johnson County Precinct Addresses

Precinct 1, 2744 W. FM 4, Cleburne, Texas 76031

Precinct 2, 3425 CR 920, Crowley, Texas 76036

Precinct 3, 10420 FM 917 East, Alvarado, Texas 76009

Precinct 4, 4300 E. FM 4, Cleburne, Texas 76031

Johnson County does not guarantee the purchase of any set amount of product(s) that are enclosed this bid specification.

- Vendor shall note if there is a minimum product order.
- Vendor shall submit a recent test report of each type of road material with the bid.

**ROAD MATERIALS
RFB 2013-322
QUOTE SHEET**

Vendor shall have the ability to provide road materials as described in this proposal. Having read and understood the instructions/terms of contract and specifications, vendor submits the following bid:

DESCRIPTION	PICKUP PLANT PRICE PER UOM	FOB PRECINCT/ JOB SITE MILEAGE RATE/UOM PRICE	UNIT OF MEASURE (UOM)	VENDOR ITEM NUMBER/ DESCRIPTION
Hot Mix Cold Laid, Item 334 Type F	85 ⁰⁰	1-10 miles 10 ⁰⁰ per ton add .25¢ per mile for each additional mile	TON	
Hot Mix Cold Laid, Item 334 Type AC 1.5	85 ⁰⁰	↓	TON	
Hot Mix Asphaltic Concrete, Item 340 Type B	56 ⁰⁰	↓	TON	
Hot Mix Asphaltic Concrete, Item 340 Type D	58. ⁰⁰	↓	TON	
Riprap, Item 432 Type R	No Bid	No Bid	No Bid To	
Riprap, Item 432 Type F	↓	↓	↓	
Surface Treatment Aggregate Type A, Grade 4	↓	↓	↓	
Surface Treatment Aggregate Type A, Grade 5	↓	↓	↓	
Surface Treatment Aggregate Type B, Grade 4	↓	↓	↓	
Surface Treatment Aggregate Type B, Grade 5	↓	↓	↓	
3/8" Pea Gravel 302.4, Grade 5	↓	↓	↓	

Road Base Lime Plant Wastes with 1/2" fines	No Bid	No Bid	No Bid	
Weathered Lime Kiln Dust				
Concrete Sand				
Portland Type Cement I/II				
Flexible Base, Item 247, Grade 1				
Flexible Base, Item 247, Grade 2				
Flexible Base, Item 247, Grade 3				
Coated Rock PB 3				
Coated Rock PB4				
High Performance Cold Mix	105.00	1-10 miles \$5.00 Per ton Add 0.25d For each additional mile.	TON	

Minimum Order (as may be applicable): For delivery 23 tons. FOB Pickup No minimum.

Other fees (as may be applicable): N/A

VENDOR ACKNOWLEDGEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other offerer, and that the contents of this bid as to prices, terms or 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. And further, that the

manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

Vendor: APAC-Texas Inc.

Address: P.O. Box 224048

DALLAS TX 75222-4048

Phone: 214-741-3531 Fax: 214-742-3540

E-Mail srmcconathy@apac.com

Offerer's Signature: 

Offerer's Printed Name: Steve McConathy

Position with Vendor: Accounts Manager

JOHNSON COUNTY

COOPERATIVE PURCHASING FORM

Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. The Vendor (initial Accept or Decline option):

Accepts agreement: ✓ *sm*

Declines agreement: _____

By accepting this agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

SIGNING BELOW SIGNIFIES THAT THE SIGNATOR HAS READ THE ABOVE COOPERATIVE PURCHASING GUIDELINES AND AGREED TO THE TERMS AND CONDITIONS THEREIN AND IS DULY AUTHORIZED TO EXECUTE THIS COOPERATIVE AGREEMENT.

Vendor: APAC-Texas Inc.

Address: P.O. Box 224048
DALLAS TX 75222-4048

Phone: 214-741-3531 Fax: 214-742-3540

Official's Signature: *Steve McConathy*

Official's Printed Name: Steve McConathy

Position with Vendor: Accounts Manager

58-1401466
Federal ID Number (TIN) or SSN and Name

APAC – Texas Inc.

Johnson Co. RFB 2014-402

September 12, 2013, 2:30pm

References:

Tarrant Co. Pct. 1

Curtis Knowles

817-480-8091

TxDot – Keene Maint. Section

Ralf Garza

682-429-2281

TxDot – Saginaw Maint. Section

Gary Phillips

682-201-7684

City of Benbrook

Gary Madigan

817-313-8106

emely Urgent

-800-PICK-UPS® (1-800-742-5877

RICHARD CHEEKS
1921 847-5824
1341 M MOCKINGBIRD LANE
DALLAS TX 75247-6913

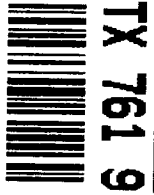
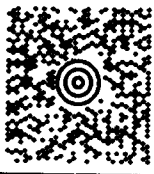
2 LBS

1 OF 1

This Express Pak is fr

SHIP TO:

**KELLI DAVIS CPPB, PURCHASING AGENT
JOHNSON COUNTY PURCHASING
FOR ROAD MATERIALS
RFB 2014-402
1102 E KILPATRICK, STE B/JOHNSON CT
CLEBURNE TX 76031**

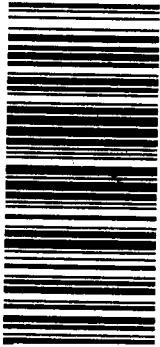


TX 761 9

Pan

UPS GROUND

TRACKING #: 1Z Y77 93A 03 4243 195



BILLING: P/P

45 16.8.31

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EXP



1341 West Mockingbird Lane • Dallas, Texas 75247

Johnson County Purchasing
Kelli Davis, CPPB, Purchasing Agent
1102 E. Kirkpatrick, Suite B
Chebure, TX 76031

RETURN POSTAGE GUARANTEED

REB 2014-402 FDR ROAD MATERIALS
FOR JOHNSON COUNTY

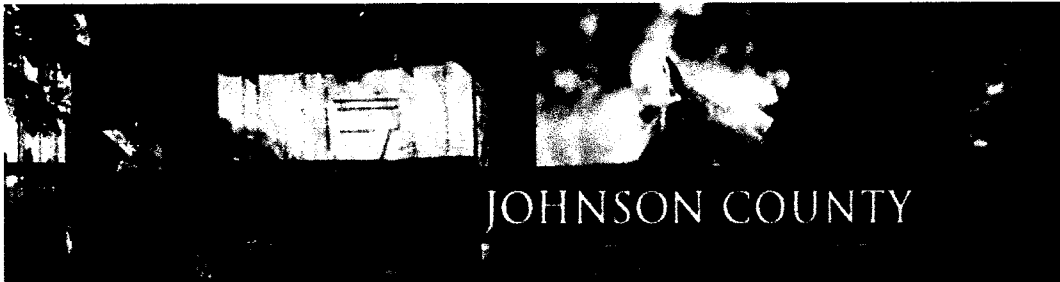
VENDOR NAME

TXI OPERATIONS, LP

REQUEST FOR BID

Road Materials

JOHNSON COUNTY



RFB 2014-402

DUE DATE: September 12, 2013

BY 2:30 P.M.

Johnson County
1102 E. Kilpatrick, Ste B
Cleburne, TX 76031
(817) 556-6384
www.johnsoncountytexas.org

INSTRUCTIONS/TERMS OF CONTRACT:

SUBMISSION OF BIDS: Six (6) complete sets of all bid documents (original and five (5) copies) shall be sealed and submitted as vendor's response to:

Johnson County Purchasing
Kelli Davis, CPPB, Purchasing Agent
1102 E. Kilpatrick, Suite B
Cleburne, Texas 76031

Sealed bids shall be received no later than: 2:30 P.M., September 12, 2013.

MARK ENVELOPE: RFB 2014-402 FOR ROAD MATERIALS FOR JOHNSON COUNTY.

LATE PROPOSALS: Bids received in the County Purchasing Department after submission deadline will be considered void and unacceptable. Johnson County is not responsible for lateness or non-delivery by mail service/carrier, etc., and the date/time stamp in the Purchasing Department shall be the official time of receipt.

BID SHALL INCLUDE: This RFB and all additional documents submitted. Each bid shall be place in a sealed envelope, **signed by a person having authority to bind the firm in a contract** and marked clearly on the outside as directed in the COVER SHEET. **FACSIMILE TRANSMITTALS SHALL NOT BE ACCEPTED.**

The enclosed Request for Bid and accompanying Specifications are for the vendor's convenience in submitting an offer for the enclosed referenced products and/or services for Johnson County.

Johnson County appreciates vendor's time and effort in preparing this bid. Vendors are invited to attend.

If vendor does not wish to submit a bid at this time, but wishes to remain on the vendor list for this commodity, please submit a "No Offer" by the same time and at the same location as stated in the COVER SHEET. If a response is not received in the form of a "Proposal", "Bid" or "No Offer", vendor shall be removed from the vendor list. For the vendor's convenience, a "No Offer" response is acceptable by fax. If vendor wishes to be removed from the vendor list, or to change contact information and/or to be added to the vendor list for another commodity, please contact the Johnson County Purchasing Department. Include as much of the following information as possible when making such a request: Company Name, Representative, Address, Telephone Number, Fax Number and commodity and/or service provided.

Awards are usually made in a Regular Session of the Johnson County Commissioners' Court, following the bid opening. Results will be sent to those who submitted a bid.

IT IS UNDERSTOOD that the Commissioners' Court of Johnson County, Texas reserves the right to reject any or all bids as it may deem to be in the best interests of Johnson County.

Receipt of any bid shall under no circumstances obligate Johnson County to accept the lowest dollar submission. The award of the contract shall be made to the responsible vendor, whose bid is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for bids. Johnson County also reserves the right to award all or part of a bid unless otherwise stated in the specifications.

FUNDING: Funds for payment have been provided through the Johnson County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure 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 Johnson County fiscal year shall be subject to budget approval.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the vendor without the permission of the County for a period of ninety (90) days following the date designated for the opening of bids, and vendor so agrees upon submittal of vendor's bid. Bids may be withdrawn at any time prior to the official opening by notifying the Johnson County Purchasing Department in writing.

BIDS WILL BE received and publicly acknowledged at the location, date and time stated in the COVER SHEET. Vendors, their representatives and interested persons may be present. *The bids shall be received and acknowledged only so as to avoid disclosure of the contents to competing vendors and kept secret during negotiations.* However, all submissions shall be open for public inspection after the contract is awarded, except for trade secrets, financial information, and other confidential information contained in the bid and identified as such by vendor. As applicable, submit a minimum of one copy of confidential information, sealed and marked as confidential with submission.

PERMITS: All construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the vendor and shall be a part of the proposal.

SALES TAX: Johnson County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore the bid shall not include sales taxes. Tax exemption certificates will be executed by the Johnson County Purchasing Department.

CONTRACT: This bid, accompanying documents, and any negotiated terms, when properly accepted by the Johnson County Commissioners' Court, shall constitute a contract equally binding between the successful vendor and Johnson County. Prices shall remain firm for the entire contract period. No different or additional terms will become a part of the contract with the exception of Change Orders.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall

include supporting documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract SHALL be made in writing to the Johnson County Purchasing Department, who shall submit change order to the Johnson County Commissioners' Court for approval. No item, service, etc. on change orders shall be acted upon before it has been approved by the Johnson County Commissioners' Court.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.

ETHICS: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Johnson County.

EXCEPTION/SUBSTITUTIONS: All bids meeting the intent of this request for bid will be considered for negotiations. Vendors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the submission. If offering other than specification, vendor must certify article offered is equivalent to specifications. When offering other than specified brand, vendor shall submit as part of the RFB, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the vendor has not taken exception(s) and the vendor shall be responsible for performing in strict accordance with the specifications of the RFB. Johnson County Commissioners' Court reserves the right to accept any and all or none of the exception(s)/substitution(s) it deems to be in the best interest of the County.

DESCRIPTIONS: Whenever an article or material is defined or used in the RFB specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.

ADDENDUM: Any interpretations, corrections or changes to this RFB and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and/or the Purchasing Department. Addendum will be mailed, emailed, or faxed to all that are known to have received a copy of the RFB. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

BID MUST COMPLY with all federal, state, county and local laws concerning the type of article and/or service being offered.

DESIGN, STRENGTH, QUALITY of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

ALL HARDWARE, OR ANY OTHER ITEM offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE vendors: A prospective vendor must affirmatively demonstrate vendor's responsibility. A prospective vendor must 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.

Johnson County may request representation and other information sufficient to determine vendor's ability to meet the minimum standards listed above.

FACTORS IN AWARD: Bids will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results of any testing or demonstrations, special needs of Johnson County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Johnson County or other counties, an evaluation of the vendor's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Johnson County will award an agreement or contract to the vendor whom, in the judgment of the Johnson County Commissioners Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the county optimum value for the public funds expended. By state law, Johnson County is bound to purchase from the responsible vendor who submits the lowest and/or best bid.

REFERENCES: Johnson County requests vendor to submit, with this RFB, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the vendor to supply/perform the goods/services under the contract being bid. REFERENCES PROVIDED SHALL BE OTHER COUNTY GOVERNMENT ENTITIES WHEN POSSIBLE.

VENDOR SHALL PROVIDE with this response, all documentation required by this RFB. Failure to provide this information may result in rejection of submission.

SUCCESSFUL VENDOR SHALL defend, indemnify and save harmless Johnson County and all its officers, agents and employees from all suits, 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 negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance

under, any contract which may result from bid award. Successful vendor shall pay any judgment with costs, which may be obtained, against Johnson County growing out of such injury or damages.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful vendor must state therein the reasons for such cancellation. Johnson County reserves the right to award canceled contract to next best vendor as it deems to be in the best interest of the County.

TERMINATION FOR DEFAULT: Johnson 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 of this contract. Johnson County reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules;
2. Otherwise perform in accordance with the accepted submission;
3. Submit Verification of Insurance prior to commencement of work; and,
4. Submit Bid, Performance, or Payment Bond, as applicable, prior to commencement of work.

Breach of contract or default authorizes the County to award to another vendor, purchase elsewhere and charge the full increase in cost to the defaulting vendor.

REPRESENTATIVE SUBMITTING OFFER affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other vendor, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other vendor or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

PATENTS/COPYRIGHTS: The successful vendor agrees to protect Johnson County from claims involving infringements of patents and/or copyrights.

CONTRACT ADMINISTRATOR: **The contract administrator, Purchasing Agent, will serve as sole liaison between the Johnson County Commissioners Court and affected Johnson County Departments and the successful vendor. Unless directly outlined in this**

specification the vendor shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFB throughout the proposal process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

COOPERATIVE PURCHASING: Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. By accepting an agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

TESTING: Testing and/or samples may be requested by Johnson County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

PURCHASE ORDER: Johnson County shall generate a purchase order(s) to the successful vendor(s). The Purchase Order number must appear on all itemized invoices and/or packing slips. Johnson County will not be held responsible for any orders/services placed/delivered without a valid current purchase order approved by the Johnson County Purchasing Department.

PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall include:

- (a) Name and address of successful vendor;
- (b) Name and address of receiving department and/or location;
- (c) Johnson County Purchase Order number; and,
- (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.

Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

INVOICES must show all information as stated above, and will be issued for each purchase order.

PAYMENTS are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code VTCA. Successful vendor(s) is required to pay subcontractors within ten (10) days. **The Johnson County Commissioners' Court meet in Regular Session every second and fourth Monday of each month. Late invoices will be paid on the next Regular Session of Johnson County Commissioners' Court with no additional charges to Johnson County. Only original invoices will be accepted.** In the case of a holiday being on the day of Regular Session, court is held on the next scheduled business day.

EQUIPMENT/GOODS/SERVICES supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.

WARRANTY: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

REMEDIES: The successful vendor and Johnson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Johnson County, Texas.

ASSIGNMENT: The successful vendor shall not sell, assign, transfer or convey any contract resulting from this RFB, in whole or in part, without the prior written consent of Johnson County.

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

INSURANCE REQUIREMENTS: Vendor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, vendor's agents, representatives, employees or subcontractors. The cost of such insurance shall be the responsibility of the vendor. The County, all public officials, employees, and volunteers shall be named as additional insureds.

A. Minimum Limits of Insurance

Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage

2. Automobile Liability
 - \$ 1,000,000.00 each accident Combined Single Liability
 - \$ 1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Vendor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation
 - Statutory - V.T.C.A., Labor Code, Chapter 401 ET.SEQ.

B. Other Insurance Provisions:

1. All Coverage's

Each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

C. Acceptability of Insurers:

Insurance is to be placed with insurers licensed in the State of Texas, rated by Moody's Investors Service Inc., and rated A- or better by A. M. Best or A or better by Standard and Pools.

D. Verification of Coverage:

Vendor shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received by the County prior to commencement of any work. The County reserves the right to require complete, certified copies of all insurance policies at any time.

BOND REQUIREMENTS: If applicable, a Bid Bond may be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is for bid for the construction of public works, or will be under a

contract exceeding \$ 100,000.00, Johnson County may require the vendor to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Johnson County Commissioners' Court, the successful vendor shall furnish a performance bond to Johnson County for the full amount of the contract if the contract exceeds \$ 50,000.00. Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond (Bond for Labor and Material) shall be required. Pursuant to the provisions of V.A.T.S., Article 5160 and Government Code 2253, if the amount of the contract awarded to the successful vendor exceeds \$ 50,000.00, then said successful vendor shall execute a payment bond in the amount of the contract, solely for the protection and use of payment bond beneficiaries with awarded vendor, all claimants supplying labor and material in the performance of the work provided for in said contract, for use of each such claimant.

Vendor shall provide the following with bid submission:

1. References of any city and/or county agencies currently doing business with vendor along with outside firms. Provide entity name, contact name, address, telephone number, and/or email address;
2. Completed W9 Form; and,
3. Other documentation as may be specified within this bid.

ANY QUESTIONS relating to this Request for Bid and Specification(s) shall be directed to Kelli Davis, CPPB, Purchasing Agent, in writing by fax (817-556-6385) or by email PUR@johnsoncountytexas.org.

**ROAD MATERIALS
RFB 2014-402
SPECIFICATIONS**

SCOPE AND INTENT:

These specifications cover road materials for Johnson County Precincts, for a 12-month contract period beginning October 1, 2013 to September 30, 2014. Johnson County and vendor upon mutual consent may extend the contract for two (2) additional one-year periods after the initial term. Johnson County may purchase from this contract and/or through any other state or Inter-Local Agreement(s) with Johnson County.

A request for redetermination of the contract terms requires a minimum of thirty (30) days written notice, prior to the end of the contract period. All requests shall be written form and shall include support documents. Johnson County reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the County.

REQUIREMENTS:

The respective types of road materials being sought under this contact are as follows:

1. **Hot-Mix, Cold-Laid - Type F:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 334, Type F, bids will be priced per ton F.O.B. Approximately 8,000 tons used.
2. **Hot-Mix, Cold-Laid - Type AC 1.5:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 334, Type AC 1.5, bids will be priced per ton F.O.B.
3. **Hot-Mix Asphaltic Concrete - Type B or Type D:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 340, Type B or Type D, will be priced per ton F.O.B. Approximately 17,000 tons used.
4. **Riprap material – Type R and F:** Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges 1993 Edition, Item 432 will bid Stone Type R or Stone Type F. Approximately 2,000 tons needed.

Stone (Type R) shall weigh between 50 and 250 pounds each, and at least 50 percent of the stones shall weigh more than 100 pounds each.

Stone (Type F) shall have at least one broad flat surface and shall weigh between 50 and 250 pounds each, and at least 40 percent of the stones shall weigh more than 100 pounds each.

JOHNSON COUNTY

COOPERATIVE PURCHASING FORM

Other Government Entities may decide to participate in this contract. As such, the Vendor has the option of accepting or declining a cooperative purchasing agreement with other Governmental Entities which include all terms, conditions, specifications, and pricing contained herein. The Vendor (initial Accept or Decline option):

Accepts agreement: ED

Declines agreement: _____

By accepting this agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases by Governmental Entities other than Johnson County will be billed directly to that Governmental Entity and paid by that Governmental Entity. Johnson County will not be responsible for another Governmental Entity's debts. Each Governmental Entity will be responsible for ordering material and/or services as needed for their entity.

SIGNING BELOW SIGNIFIES THAT THE SIGNATOR HAS READ THE ABOVE COOPERATIVE PURCHASING GUIDELINES AND AGREED TO THE TERMS AND CONDITIONS THEREIN AND IS DULY AUTHORIZED TO EXECUTE THIS COOPERATIVE AGREEMENT.

Vendor: TXI OPERATIONS, LP

Address: 1341 W. MOCKINGBIRD
DALLAS, TX 75247

Phone: 972 647-3770 Fax: _____

Official's Signature: Etta Dean

Official's Printed Name: ETTA DEAN

Position with Vendor: REGIONAL BUSINESS MANAGER

752647000
Federal ID Number (TIN) or SSN and Name

GRADE ONE	GRADE TWO	GRADE THREE
Triaxial Class	Triaxial Class	Triaxial Class
Min. Compressive strength	Unspecified	Unspecified
PSI: 35 @ PSI lateral Pressure and 175 @ 15 PSI		
Lateral Pressure Master Grading 1-3/4" 0 7/8" 10-35 3/8" 30-50 No. 4 45-65 No. 40 70-85	Master Grading 2-1/2" 0 1-3/4" 0-10 No. 4 45-75 No.40 60-85	Master Grading 2-1/2" 0 1-3/4" 0-10 No. 4 30-75 No. 40 50-85
Max LL 35 Max PI 12	Max LL 40 Max PI 12	Max LL 40 Max PI 12
Wet Ball Mill Max 45	Wet Ball Mill Max 40	Wet Ball Mill Max 50
Max Increase in Passing No.40 20	Max Increase in Passing No. 40 20	Max Increase in Passing No. 40 20

* Approximately 100,000+ tons were used in the current fiscal year.

12. Coated Rock PB3 and PB4: Pre-coat chip set aggregates.

13. High Performance Cold Mix: Asphalt blend, primarily used in patching.

PRICES SHALL BE QUOTED AS FOLLOWS:

- **FOB Plant:**
Precinct picks up road materials from your designated plant. Quote price per ton.
- **FOB to Precinct and/or job site:**
Vendor delivers to precinct and/or designated project site in Johnson County. Quoted price is to be determined by rate per mileage and ton from vendor plant to project site or precinct.

Vendor should include Unit of Measure for each item bid. Vendor may include vendor's item number on quote sheet.

Vendor shall include any additional fees as may be applicable for deliveries to multiple delivery sites. Johnson County reserves the right to decline payment of any fees not submitted.

Johnson County addresses for precincts are as follows:

Johnson County Precinct Addresses

Precinct 1, 2744 W. FM 4, Cleburne, Texas 76031

Precinct 2, 3425 CR 920, Crowley, Texas 76036

Precinct 3, 10420 FM 917 East, Alvarado, Texas 76009

Precinct 4, 4300 E. FM 4, Cleburne, Texas 76031

Johnson County does not guarantee the purchase of any set amount of product(s) that are enclosed this bid specification.

- Vendor shall note if there is a minimum product order.
- Vendor shall submit a recent test report of each type of road material with the bid.

**ROAD MATERIALS
RFB 2013-322
QUOTE SHEET**

Vendor shall have the ability to provide road materials as described in this proposal. Having read and understood the instructions/terms of contract and specifications, vendor submits the following bid:

DESCRIPTION	PICKUP PLANT PRICE PER UOM	FOB PRECINCT/ JOB SITE MILEAGE RATE/UOM PRICE	UNIT OF MEASURE (UOM)	VENDOR ITEM NUMBER/ DESCRIPTION
Hot Mix Cold Laid, Item 334 Type F	NO BID	NO BID		
Hot Mix Cold Laid, Item 334 Type AC 1.5	NO BID	NO BID		
Hot Mix Asphaltic Concrete, Item 340 Type B	NO BID	NO BID		
Hot Mix Asphaltic Concrete, Item 340 Type D	NO BID	NO BID		
Riprap, Item 432 Type R	NO BID	NO BID		
Riprap, Item 432 Type F	NO BID	NO BID		
Surface Treatment Aggregate Type A, Grade 4	NO BID	NO BID		
Surface Treatment Aggregate Type A, Grade 5	NO BID	NO BID		
Surface Treatment Aggregate Type B, Grade 4	NO BID	NO BID		
Surface Treatment Aggregate Type B, Grade 5	\$13.50	ALL PRECINCTS \$28.50 P/TON	TON	
3/8" Pea Gravel 302.4, Grade 5	NO BID	NO BID		

Road Base Lime Plant Wastes with 1/2" fines	NO BID	NO BID		
Weathered Lime Kiln Dust	NO BID	NO BID		
Concrete Sand	NO BID	NO BID		
Portland Type Cement I/II	\$155.00 BULK BACS \$105.00 P/TON	\$165.50 P/TON \$115.50 P/TON - \$200.00 P/LOAD -	BUNK BAGS SPREAD P/TON SPREAD FEE P/LOAD	BUNK BAGS SPREAD CEMENT
Flexible Base, Item 247, Grade 1	NO BID	NO BID		
Flexible Base, Item 247, Grade 2	\$6.25 P/TON	\$21.25 P/TON	TON	
Flexible Base, Item 247, Grade 3	\$6.25 P/TON	\$21.25 P/TON	TON	
Coated Rock PB 3	\$27.50 P/TON	\$42.50 P/TON	TON	
Coated Rock PB4	NO BID	NO BID		
High Performance Cold Mix	NO BID	NO BID		

Minimum Order (as may be applicable): 23.00 TON Minimum

Other fees (as may be applicable): SPREAD FEE - \$200.00 P/LOAD
FOR PORTLAND TYPE I/II CEMENT

VENDOR ACKNOWLEDGEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other offerer, and that the contents of this bid as to prices, terms or 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. And further, that the

manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies or to influence any person.

Vendor: TXI OPERATIONS, LP

Address: 1341 W. MOCKINGBIRD LANE
DALLAS, TX 75247

Phone: 972 647-3770 Fax: 972-647-6740

E-Mail edean@txi.com

Offerer's Signature: Etta Dean

Offerer's Printed Name: ETTA DEAN

Position with Vendor: REGIONAL BUSINESS MANAGER

VENDOR REFERENCES

REFERENCE ONE

Name: City of McKinney
Address: PO Box 517 McKinney, TX 75069
Contact Person: Paul Sparkman – Purchasing
Phone: 972-547-7350

REFERENCE TWO

Name: Collin County
Address: 2300 Bloomdale Road Ste 3160 McKinney, TX 75071
Contact Person: Matt Dobecka, CPPB – Purchasing
Phone: 972-548-4103

REFERENCE THREE

Name: City of Frisco
Address: 6101 Frisco Aquare Blvd., Frisco, TX 75034
Contact Person: Armando Arguello – Public Works
Phone: 972-292-5828

JOHNSON COUNTY RFB 2014-402: Road Materials



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/9/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MHBT Inc. 8144 Walnut Hill Lane, 16th Floor Dallas TX 75231	CONTACT NAME: PHONE (A/C, No, Ext): 972-770-1635 FAX (A/C, No): 972-770-1699 E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED TXI Texas Industries, Inc.; TXI Operations, LP and their affiliates 1341 West Mockingbird, Suite 700W Dallas TX 75247	INSURER A: Standard Fire Insurance Co. 19070	
	INSURER B: Travelers Indemnity Co of Connectic 25682	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1790206975 **REVISION NUMBER:**

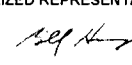
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2000000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	Y		HC2EGLSA476M548513	4/1/2013	4/1/2014	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$0 MED EXP (Any one person) \$0 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			HC2ECAP476M537A13	4/1/2013	4/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	HC2CUB476M539313	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$5,000,000 E.L. DISEASE - EA EMPLOYEE \$5,000,000 E.L. DISEASE - POLICY LIMIT \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured forms # CG D1 26 edition 10/95, CG 20 15 edition 11/88, CG D1 44 edition 01/96, CG D2 46 edition 08/05, CG D2 47 edition 08/05, CG 24 17 edition 10/01 apply to the General Liability policy.
 Waiver of subrogation form # CG 24 04 edition 10/93 applies to the General Liability policy.
 Primary & Non-Contributory General Liability form # CG D0 37 edition 04/05.

Additional Insured form # CA T4 37 edition 08/08 applies to the Automobile Liability policy.
 See Attached...

CERTIFICATE HOLDER Johnson County Purchasing Department 1102 E. Kilpatrick Street, Suite B Cleburne TX 76031	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



ADDITIONAL REMARKS SCHEDULE

AGENCY MHBT Inc.		NAMED INSURED Texas Industries, Inc.; TXI Operations, LP and their affiliates 1341 West Mockingbird, Suite 700W Dallas TX 75247	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Waiver of subrogation form # CA T3 40 edition 08/08 applies to the Automobile Liability policy.
Primary & Non-Contributory form CA T4 42 edition 04/09 applies to the Automobile Liability policy.

Waiver of subrogation form # WC 42 03 04 applies to the Workers Compensation policy.

The General Liability policy includes a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with "Primary and Non-Contributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Worker's Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

RE: Johnson County Annual Bid - Bid Number RFB 2014-402.



MIDLOTHIAN CEMENT

245 Ward Road • Midlothian, TX 76065 • 972.775.3449 • www.txi.com

SPECIFICATIONS

Portland Cement
Type III (Low Alkali)
A.S.T.M C150-11

Bin Number:	Car Number:	Tons:
Sample Date: July-2013 Monthly Average		

Chemical Requirements:	Spec. Limit	Test Result	Physical Requirements:	Spec. Limit	Test Result
SiO ₂ , (%)	A	20.1	Air Content, Volume, (%)	12 max	
Al ₂ O ₃ , (%)	6.0 max	4.3	Average Fineness (Blaine), (m ² /kg)	280 min	374
Fe ₂ O ₃ , (%)	6.0 max	3.4		420 max	
CaO, (%)	A	64.0	Autoclave Expansion, (%)	0.80 max	-0.02
MgO, (%)	6.0 max	1.5	Time of Setting:		
SO ₃ , (%)	3.0 max	2.7	Vicat initial set, minutes	45 min	100
Loss on Ignition, (%)	3.0 max	2.0		375 max	100
Insoluble Residue, (%)	0.75 max	0.38	Compressive strengths, (Mpa)		
CO ₂ , (%)	A	1.1	3 days	12.0 min	26.0
Limestone, (%)	5.0 max	2.9	7 days	19.0 min	30.7
CaCO ₃ in limestone, (%)	70 min	90	Compressive strengths, (psi)		
Potential phase composition, (%): ^B			3 days	1740 min	3773
C3S	A	60	7 days	2760 min	4496
C2S	A	12			
C3A	8 Max	6			
C4AF	A	10			
C3S + 4.75(C3A)	100 max	87			
Optional Chemical Requirements:	Spec. Limit	Test Result			
Total Alkalies (Na ₂ O equiv.), (%)	0.60 max	0.54			

^A Not Applicable.

^B Adjusted for limestone per A1.6

We Certify that the above described cement, at the time of shipment meets the chemical and physical requirements of ASTM C - 150 specification.

Signature: 

Date: 8/14/13

Title: Quality Services Manager



TXI corp.
 Bridgeport Stone Plant
 P.O. Box 487
 Bridgeport, Texas 76426

Technical Services Lab
 Phone: 972-647-7232
 Fax: 972-647-7244

DATE September 10, 2013

COMPANY / NAME

MATERIAL TxDOT Item 302 Grade 5

TEST RESULTS

<u>SIEVE SIZE</u>		<u>WT. RETAINED</u>	<u>% RETAINED</u>	<u>SPECIFICATION</u>	
U. S.	METRIC				
3/8"	9.5mm	0	0.0	0	
#4	4.75mm	0.4	2.4	0	5
#8	2.36mm	12.3	74.8	50	80
16	1.18mm	16.3	99.1	98	100
TOTAL WEIGHT		16.45	lbs.		

SPECIFIC TEST RESULTS

TxDot 403-A	Specific Gravity(SSD)	2.64	TxDot 411-A	Magnesium Soundness	9
				Sodium Soundness	0
TxDot 403-A	Absorption	1.4			
			Unit Weight :		
TxDot 410-A	L A Abrasion	28	Dry Loose	86.3	LB./CF.
			Dry Rodded	94.5	LB./CF.
TxDot 413-A	Clay Lumps	0			

Ben Jones
Txi Representative



TXI corp.
 Bridgeport Stone Plant
 P.O. Box 487
 Bridgeport, Texas 76426

Technical Services Lab
 Phone: 972-647-7232

DATE September 9, 2013

COMPANY / NAME

MATERIAL Flex Base
 TxDOT Item 247 Type A Grade 2

TEST RESULTS

<u>SIEVE SIZE</u>		<u>WT. RETAINED</u>	<u>% RETAINED</u>	<u>SPECIFICATION</u>	
U. S.	METRIC				
2 1/2"	63.5mm	0	0.0%	0	
1 3/4"	45.0mm	0	0.0%	0	10
7/8"	22.4mm	3.9	20.6%		
3/8"	9.5mm	7.9	41.8%		
#4	4.75mm	10.4	55.0%	45	75
#40	.425mm	15.1	79.9%	60	85

TOTAL WEIGHT 18.9

SPECIFIC TEST RESULTS

TxDot 403-A	Specific Gravity(SSD)	2.65	TxDot 411-A	Magnesium Soundness	7
TxDot 403-A	Absorption	1.2	Unit Weight :		
			Dry Loose	106.2	LB./CF.
TxDot 410-A	L A Abrasion	30	Dry Rodded	115.2	LB./CF.
TxDot 129-E	Resistivity	4697 ohm-cm	TxDot 104-E	Liquid Limit	18
				Plastic Limit	12
TxDot 106-E	Plasticity Index	6	TxDot 116-E	Wet Ball	33
				Increase Passing #40	10
TxDOT 133-E Moisture - Density Relationship					
	Max Density(pcf)	142.6			
	Optimum Moisture(%)	5.6			

Ben Jones
Txi Representative



TXI corp.
 Bridgeport Stone Plant
 P.O. Box 487
 Bridgeport, Texas 76426

Technical Services Lab
 Phone: 972-647-7232

DATE September 10, 2013

COMPANY / NAME

MATERIAL 5/8" Belt Run for Txdot Item 302 Type B Grade 3 or PB Grade 3

TEST RESULTS

<u>SIEVE SIZE</u>		<u>WT. RETAINED</u>	<u>% RETAINED</u>	<u>SPECIFICATION</u>	
U. S.	METRIC				
5/8"	15.875mm	0	0.0%	0	0
3/4"	16.0mm	0.12	0.5%	0	2
1/2"	12.5mm	10.6	42.5%	20	40
3/8"	9.5mm	23.12	92.6%	80	100
1/4"	6.3mm	24.76	99.2%	95	100
#8	2.36mm	24.84	99.5%	99	100

TOTAL WEIGHT 24.96 lbs.

SPECIFIC TEST RESULTS

TxDot 403-A	Specific Gravity(SSD)	2.65	TxDot 411-A	Magnesium Soundness	7
				Sodium Soundness	3
TxDot 403-A	Absorption	1.1		Unit Weight :	
TxDot 410-A	L A Abrasion	30		Dry Loose	86.7 LB./CF.
				Dry Rodded	94.7 LB./CF.
TxDot 413-A	Clay Lumps	0			
TxDot 406-A	Decantation	0.6			

Ben Jones
TXI Representative