

RECORDING FORM

To: Alison Hitchcock

From: Purchasing : Heather Carmichael

Date: 24 Sept 2013

RFP # _____

RFB # 2014-401: Asphalts & Emulsified Asphalts

Date approved in Commissioner's Court 23 Sept 2014

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 2014-401: Asphalts and Emulsified Asphalts Recap Sheet

Opening Date: Sept 12, 2013, 2:00 p.m., at Johnson County Purchasing Office

	Vendor		Vendor		Vendor	
Vendor	Cleveland Asphalt		Southern Asphalt		Ergon Asphalt & Emulsions	
Address	Shepherd, TX		Fort Worth, TX		Austin, TX	
	Pickup/FOB	Item#/ Desc.	Pickup/FO B	Item#/ Desc.	Pickup/FOB	Item#/ Desc.
CRS-2	2.10/2.3236		2.25/2.35		2.50/2.6394	
CRS-2H	2.10/2.3236		2.25/2.35		2.50/2.6906	
MS-2	2.45/2.6736		2.40/2.58		2.60/2.7906	
HFRS-2	NO BID		2.50/2.69		2.50/2.1906	
RC-250	3.75/3.9726		3.60/3.85		NO BID	
AC-5	3.55/3.7736		2.41/2.57		NO BID	
AC-10	3.55/3.7736		2.40/2.56		NO BID	
AC-15P 3% Poly	NO BID		NO BID		NO BID	
AC-15XP 2% Poly	NO BID		NO BID		NO BID	
MC-30	4.00/4.2236		3.50/3.90		NO BID	
CRS-1P	2.80/3.0236		2.40/2.50		NO BID	
P2 Prime	NO BID		NO BID		NO BID	
P2 Prime Emulsifies	NO BID		NO BID		NO BID	
Diluted AEP 40% H2O 50% H2O 60% H2O	2.50/2.7236 Undiluted price per gal; no diluted delivery		1.94/2.04 1.65/1.75 1.36/1.46		2.04/2.1794 1.73/1.8694 1.41/1.5495	
CWE/CWP2	NO BID (SEE CRS-2)		NO BID		NO BID	
Hot Pour Crack Sealer	NO BID		NO BID		NO BID	
Other Product						
Demurrage Rate	\$80.00 per hr after first 2 hrs		\$90.00 per hr after first 2 hrs		\$80.00 per hr after first 2 hrs	
Min. Order	5000 gal		6000 gal		5500 gal	
Other Fees			\$150.00 Pump/Hose charge		\$80.00 Pump/hose charge; Rtn freight: ½ tariff	

Attest: Matt Hunt, Heartland Asphalt; Becca Walsh, Buyer; Heather Carmichael, Buyer

RFB 2014-401: Asphalts and Emulsified Asphalts Recap Sheet

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	Vendor		Vendor		Vendor	
Vendor	Heartland Asphalt		Crafco Texas, Inc			
Address	Hurst, TX					
	Pickup/FOB	Item#/Desc.	Pickup/FOB	Item#/Desc.	Pickup/FOB	Item#/Desc.
CRS-2	2.15/2.29	CRS-2	NO BID			
CRS-2H	2.15/2.29	CRS-2H	NO BID			
MS-2	NO BID		NO BID			
HFRS-2	NO BID		NO BID			
RC-250	NO BID		NO BID			
AC-5	2.95/2.79	AC-5	NO BID			
AC-10	2.65/2.79	AC-10	NO BID			
AC-15P 3% Poly	3.25/3.39	AC-15P	NO BID			
AC-15XP 2% Poly	3.25/3.39	AC-15XP	NO BID			
MC-30	NO BID		NO BID			
CRS-1P	2.95/3.24	CRS-1P	NO BID			
P2 Prime	NO BID		NO BID			
P2 Prime Emulsifies	NO BID		NO BID			
Diluted AEP		AEP dilute	NO BID			
40% H2O	2.08/2.22					
50% H2O	1.77/1.91					
60% H2O	1.47/1.61					
CWE/CWP2	NO BID		NO BID			
Hot Pour Crack Sealer	NO BID		\$0.59 PER LB*			
Other Product						
Demurrage Rate	\$80.00 per hr after first 2 hrs					
Min. Order	5600 gal		10,000 lbs			
Other Fees	\$80.00 pump charge if pump is requested; return loads: ½ tariff		*Forklift required for unloading			

Extremely Urgent

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- UPS Worldwide Express™
- UPS 2nd Day Air®

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- To qualify, correct weight & those

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MICHELLE GRIFFIN
800-334-0177
CLEVELAND ASPHALT PRODUCTS
100 ASPHALT LN
SHEPHERD TX 77371

SHIP TO:
PURCHASING AGT
817-556-6384
JOHNSON COUNTY PURCHASING
SUITE #B
1102 EAST KILPATRICK
CLEBURNE TX 76031-1902

*RFB - 217-401 - For asphalt & asphalt
Emulsion for Johnson Co. 9/12/13 - 2:10 PM*

TX 761 9-70



UPS NEXT DAY AIR

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BILLING: P



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International Shipping Notice — Carriage hereunder may be subject to the rules relating to liability and other terms and/or conditions established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air (the "Warsaw Convention") and/or the Convention on the Contract for the International Carriage of Goods by Road (the "CMR Convention"). These commodities, technology or software were exported from the U.S. in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.

010195101 1/10 PAC United Parcel Service, Louisville, KY

Cleveland Asphalt Products, Inc
P. O. Box 1449
Shepherd, Texas 77371

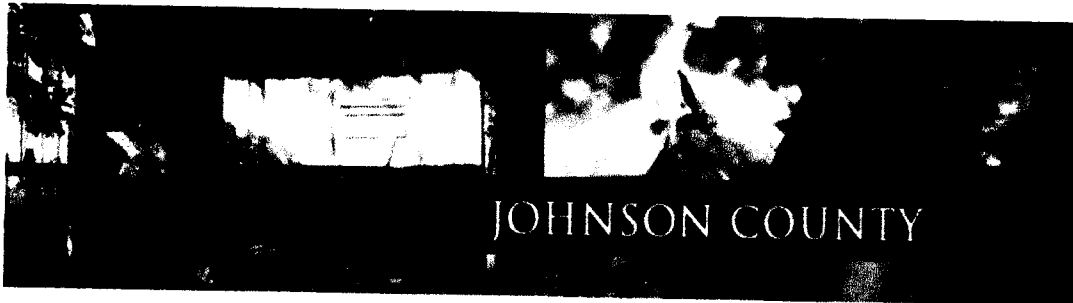
JOHNSON COUNTY
1102 E. KILPATRICK, STE B
CLEBURNE, TEXAS 76931

RFB 2014-401 : FOR ASPHALT EMULSIONS FOR JOHNSON COUNTY
DUE DATE: 9/12/13
2:00 PM

original

VENDOR NAME
Cleveland Asphalt Products, Inc

REQUEST FOR BID
Asphalt and Asphalt Emulsions
JOHNSON COUNTY



RFB 2014-401
DUE DATE: September 12, 2013
BY 2:00 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: 2:00 P.M., September 12, 2013.

MARK ENVELOPE: RFB 2014-401 FOR ASPHALT AND ASPHALT EMULSIONS 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.

RFB 2014-401
ASPHALTS AND EMULSIFIED ASPHALTS
SPECIFICATIONS

INTENT AND SCOPE:

This specification covers asphalts and emulsified asphalts for Johnson County for a one (1) year period beginning October 1, 2013 through September 30, 2014. Johnson County and vendor upon mutual consent may extend the contract for two (2) additional one (1) 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 emulsified asphalts and asphalts being sought under this contract are as follows:

1. CRS-2: A cationic rapid setting type of emulsified asphalt that shall be delivered at a temperature of not less than 160-170 degrees.
2. CRS-2H: A cationic rapid setting type of emulsified asphalt that is water based and shall be delivered at a temperature of not less than 160-170 degrees.
3. MS-2: An anionic medium set asphalt that is mixed with hot water, delivered at a temperature of not less than less than 160-170 degrees.
4. HFRS-2: A high float anionic emulsion that shall be delivered at a temperature of not less than 160-170 degrees.
5. RC-250: A rapid cure cutback emulsion that shall be delivered at a temperature of not less than 160-170 degrees.
6. AC-5: An asphaltic concrete binder product that shall be delivered at a temperature of not less than 350 degrees.
7. AC-10: An asphaltic concrete binder product that shall be delivered at a temperature of not less than 350 degrees.
8. AC-15P 3% Polymer: An asphaltic concrete polymer modified with 3% polymer.

9. AC-15XP 2% Polymer: An asphaltic concrete binder product with 15XP and 2% polymer.
10. MC-30: A medium cure cutback asphalt that shall be delivered at a temperature of not less than 350 degrees.
11. CRS-1P: A cationic rapid set asphalt that is polymer modified that shall be delivered at a temperature of not less than 160-170 degrees.
12. P2 Prime: A prime coat product.
13. P2 Prime Emulsified Concentrate: A prime coat product that must be mixed with water.
14. Diluted AEP (Asphalt Emulsion Prime): Asphalt emulsion priming consists of an application of low viscosity asphalt emulsion to an absorbent surface or granular base, in preparation for an asphalt surface course. Vendor shall specify cost by percent diluted.
 - a. When the emulsion is used in diluted form, the water used for dilution of the AEP shall be clean, potable, free of sediments and soluble salts. A small amount of surfactant or the same emulsifier used for the preparation of the emulsion could be added to the water to dilute the AEP to obtain additional stability of the emulsion.
 - b. When the emulsion is diluted, the final product should be a fluid, homogeneous mixture. A test dilution should be made to be certain that the water to be used is compatible with the emulsion. These diluted emulsions should not be stored for any length of time.
15. CWE/CWP2 Emulsified Asphalt: All weather chip seal emulsion/all weather pot hole patch emulsion.
16. Hot Pour Liquid Crack Sealer: PolyFlex Type 3, asphalt based product for cracks and joints used as pavement maintenance crack sealer/filler, which may be in individual boxes. Vendor shall specify price per pound. Vendor should note when delivered by truck if a fork lift is required on site to remove from trailer.
17. State rate of Demurrage per hour.

CERTIFICATION:

All emulsified asphalts shall comply with T.D.H.P.T. Item 300.2.

All asphalts shall comply with T.D.H.P.T. Item 300.3.

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

Approximate usage during the past fiscal year:

<u>CRS-2</u>	<u>CWE-2</u>	<u>P2 Prime</u>	<u>MC-30</u>
154,000	30,000	65,000	40,000

Vendor should also note if there is a minimum product order.

DELIVERY:

Delivery shall be to job site and/or precinct location in Johnson County. Two (2) hour delivery service is required.

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

**RFB 2014-401
ASPHALTS AND EMULSIFIED ASHALTS
QUOTE SHEET**

Vendor shall have the ability to provide asphalts and asphalt emulsions as described in this bid. Having read and understood the Instructions, Terms of Contract, insurance and specifications, vendor submits the following bid for asphalts and emulsified asphalt products:

DESCRIPTION	PICKUP PLANT PRICE PER UNIT OF MEASURE	FOB PRECINCT OR JOB SITE MILEAGE RATE/UOM PRICE	UNIT OF MEASURE (UOM)	VENDOR ITEM NUMBER/ DESCRIPTION
CRS-2	\$2.10	\$2.3236 ***	GAL	
CRS-2H	\$2.10	\$2.3236 ***	GAL	
MS-2	\$2.45	\$2.6736 ***	GAL	
HFRS-2	NB	NB	NB	NB
RC-250	\$3.75	\$3.9726 ***	GAL	
AC-5	\$3.55	\$3.7736 ***	GAL	
AC-10	\$3.55	\$3.7736 ***	GAL	
AC-15P 3% Polymer	NB	NB	NB	NB
AC-15XP 2% Polymer	NB	NB	NB	NB
MC-30	\$4.00	\$4.2236 ***	GAL	
CRS-1P	\$2.80	\$3.0236 ***	GAL	
P2 Prime	NB	NB	NB	NB
P2 Prime Emulsifies Concentrate	NB	NB	NB	NB
Diluted AEP: 40% H ₂ O/60% product	****\$2.50	****\$2.7236 ***	**** These prices are not diluted prices. These prices are for gallon delivery of material and no dil- ution prices.	
50% H ₂ O/50% product	****\$2.50	****\$2.7236 ***		
60% H ₂ O/40% product	****\$2.50	****\$2.7236 ***		

QWE/CWFO CRS-2 Emulsified Asphalt	\$2.10	\$2.3236 ***	Gal	
Hot Pour Liquid Crack Sealer	NB (price per lb)	NB	NB	NB
Rate of Demurrage per hour		\$80.00 per hr after 2 free hrs		
Minimum Order, if applicable		5000 gallons minimum delivery		

Please call for smaller quantity prices.

Other fees (if 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: Cleveland Asphalt Products, Inc

Address: P.O.Box 1449

Shepherd, Texas 77371

Phone: 800-334-0177 Fax: 936-628-6602

E-Mail ccmcapco@msn.com

Offerer's Signature: 

Offerer's Printed Name: Clayton Moore

Position with Vendor: Sales Rep.

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: CM

Declines agreement: _____

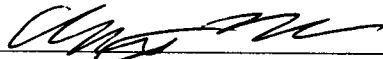
By accepting this agreement, the Vendor agrees and shall comply with the following: Government entities utilizing Inter-Governmental Contracts with Johnson County will be eligible, but not obligated, to purchase materials/services under this contract(s) awarded as a result of this bid. All purchases 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: Cleveland Asphalt Products, Inc

Address: P.O.Box 1449
Shepherd, Texas 77371

Phone: 800-334-0177 Fax: 936-628-6602

Official's Signature: 

Official's Printed Name: Clayton Moore

Position with Vendor: Sales Rep.

76-02444-02
Federal ID Number (TIN) or SSN and Name

FedEx

fedex.com 1.800.GoFedEx 1.800.463.3339

FIRST OVERNIGHT

Delivery Address
1102 E KILPATRICK STE B



00200

FedEx Package
EXPRESS US Airbill

Phone Number
8017 1633 3658

RRD 808 AZN 816471

FedEx First Overnight

RRD 808 AZN 816471

FedEx First Overnight

FO

FO

3 To
Recipient Name
Kelli Davis

Phone
817 556-6388

Company
Johnson County Purchasing

Address
1102 E. Kilpatrick

Address
Suite B

City
Deburne

State
TX

ZIP
76031



8017 1633 3658

0101769147

Handwritten initials: RD

ATFWHA



Exp# 13488 11SEP13 MEX 519C1/9256/9348

76031
TX-US
DFW

THU - 12 SEP 8:30A
FIRST OVERNIGHT

Align top of FedEx Express® Shipping Label here.

SPECIAL HANDLING AND DELIVERY requirements apply to this shipment. See the back of this label for details.

Does this shipment contain dangerous goods?
Yes No

Payment SHIP TO:
Sender Recipient Third Party Credit Card

Total Packages: [redacted]
Total Weight: [redacted]

Align bottom of Peel and Stick Airbill or Pouch here.

D Carlson
Southern Asphalt & Petroleum
P O Box 7637
Fort Worth, TX 76111

JOHNSON COUNTY PURCHASING
JELLI DAVIS, CPPB PURCHASING AGENT
1102 E. KILPATRICK
SUITE B
CLEBURNE, TEXAS 76031

Bid For: RFB 2014-401
Asphalt & Asphalt Emulsions

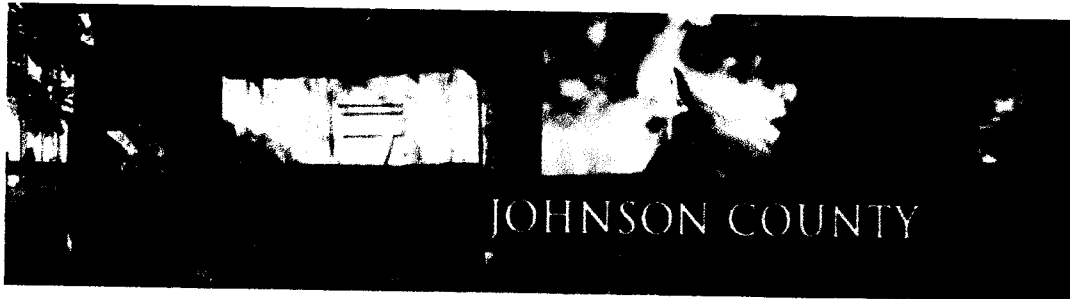
Bid Date: September 12, 2013
Bid Time: 2 PM

VENDOR NAME
Southern Asphalt

REQUEST FOR BID

Asphalt and Asphalt Emulsions

JOHNSON COUNTY



RFB 2014-401
DUE DATE: September 12, 2013
BY 2:00 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: 2:00 P.M., September 12, 2013.

MARK ENVELOPE: RFB 2014-401 FOR ASPHALT AND ASPHALT EMULSIONS 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.

RFB 2014-401
ASPHALTS AND EMULSIFIED ASPHALTS
SPECIFICATIONS

INTENT AND SCOPE:

This specification covers asphalts and emulsified asphalts for Johnson County for a one (1) year period beginning October 1, 2013 through September 30, 2014. Johnson County and vendor upon mutual consent may extend the contract for two (2) additional one (1) 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 emulsified asphalts and asphalts being sought under this contract are as follows:

1. CRS-2: A cationic rapid setting type of emulsified asphalt that shall be delivered at a temperature of not less than 160-170 degrees.
2. CRS-2H: A cationic rapid setting type of emulsified asphalt that is water based and shall be delivered at a temperature of not less than 160-170 degrees.
3. MS-2: An anionic medium set asphalt that is mixed with hot water, delivered at a temperature of not less than less than 160-170 degrees.
4. HFRS-2: A high float anionic emulsion that shall be delivered at a temperature of not less than 160-170 degrees.
5. RC-250: A rapid cure cutback emulsion that shall be delivered at a temperature of not less than 160-170 degrees.
6. AC-5: An asphaltic concrete binder product that shall be delivered at a temperature of not less than 350 degrees.
7. AC-10: An asphaltic concrete binder product that shall be delivered at a temperature of not less than 350 degrees.
8. AC-15P 3% Polymer: An asphaltic concrete polymer modified with 3% polymer.

9. AC-15XP 2% Polymer: An asphaltic concrete binder product with 15XP and 2% polymer.
10. MC-30: A medium cure cutback asphalt that shall be delivered at a temperature of not less than 350 degrees.
11. CRS-1P: A cationic rapid set asphalt that is polymer modified that shall be delivered at a temperature of not less than 160-170 degrees.
12. P2 Prime: A prime coat product.
13. P2 Prime Emulsified Concentrate: A prime coat product that must be mixed with water.
14. Diluted AEP (Asphalt Emulsion Prime): Asphalt emulsion priming consists of an application of low viscosity asphalt emulsion to an absorbent surface or granular base, in preparation for an asphalt surface course. Vendor shall specify cost by percent diluted.
 - a. When the emulsion is used in diluted form, the water used for dilution of the AEP shall be clean, potable, free of sediments and soluble salts. A small amount of surfactant or the same emulsifier used for the preparation of the emulsion could be added to the water to dilute the AEP to obtain additional stability of the emulsion.
 - b. When the emulsion is diluted, the final product should be a fluid, homogeneous mixture. A test dilution should be made to be certain that the water to be used is compatible with the emulsion. These diluted emulsions should not be stored for any length of time.
15. CWE/CWP2 Emulsified Asphalt: All weather chip seal emulsion/all weather pot hole patch emulsion.
16. Hot Pour Liquid Crack Sealer: PolyFlex Type 3, asphalt based product for cracks and joints used as pavement maintenance crack sealer/filler, which may be in individual boxes. Vendor shall specify price per pound. Vendor should note when delivered by truck if a fork lift is required on site to remove from trailer.
17. State rate of Demurrage per hour.

CERTIFICATION:

All emulsified asphalts shall comply with T.D.H.P.T. Item 300.2.

All asphalts shall comply with T.D.H.P.T. Item 300.3.

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

Approximate usage during the past fiscal year:

<u>CRS-2</u>	<u>CWE-2</u>	<u>P2 Prime</u>	<u>MC-30</u>
154,000	30,000	65,000	40,000

Vendor should also note if there is a minimum product order.

DELIVERY:

Delivery shall be to job site and/or precinct location in Johnson County. Two (2) hour delivery service is required.

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

**RFB 2014-401
 ASPHALTS AND EMULSIFIED ASHALTS
 QUOTE SHEET**

Vendor shall have the ability to provide asphalts and asphalt emulsions as described in this bid. Having read and understood the Instructions, Terms of Contract, insurance and specifications, vendor submits the following bid for asphalts and emulsified asphalt products:

DESCRIPTION	PICKUP PLANT PRICE PER UNIT OF MEASURE	FOB PRECINCT OR JOB SITE MILEAGE RATE/UOM PRICE	UNIT OF MEASURE (UOM)	VENDOR ITEM NUMBER/ DESCRIPTION
CRS-2	2.25	0.10	gallon	
CRS-2H	2.25	0.10	gallon	
MS-2	2.40	0.18	gallon	
HFRS-2	2.50	0.19		
RC-250	3.60	0.25	gallon	
AC-5	2.41	0.16	gallon	
AC-10	2.40	0.16	gallon	
AC-15P 3% Polymer	NO BID	NO BID	NO BID	NO BID
AC-15XP 2% Polymer	NO BID	NO BID	NO BID	NO BID
MC-30	3.50	0.40	gallon	
CRS-1P	2.40	0.10	gallon	
P2 Prime	NO BID	NO BID	NO BID	NO BID
P2 Prime Emulsifies Concentrate	NO BID	NO BID	NO BID	NO BID
Diluted AEP: 40% H ₂ O/60% product	1.94	0.10		
50% H ₂ O/50% product	1.65	0.10		
60% H ₂ O/40% product	1.36	0.10		

CWE/CWP2 Emulsified Asphalt	NO BID	NO BID	NO BID	NO BID
Hot Pour Liquid Crack Sealer	NO BID (price per lb)	NO BID	NO BID	NO BID
Rate of Demurrage per hour	\$ 90.00 after	the first 2 hours, which are free		
Minimum Order, if applicable	6,000 gallons			

Other fees (if applicable): PUMP & HOSE CHARGE - \$ 150.00

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: SOUTHERN ASPHALT & PETROLEUM CO., INC.

Address: P O BOX 7637

FORT WORTH, TEXAS 76111

Phone: 817-834-2800

Fax: 817-831-9869

E-Mail dolores@southern-asphalt.com

Offerer's Signature: *Matt Rooker*

Offerer's Printed Name: MATT ROOKER

Position with Vendor: PRESIDENT

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: _____ SOUTHERN ASPHALT & PETROLEUM CO. INC. _____

Address: _____ P O BOX 7637 _____

_____ FORT WORTH, TEXAS 76111 _____

Phone: _____ 817-834-2800 _____ Fax: _____ 817-831-9869 _____

Official's Signature: _____ *Matt Rooker* _____

Official's Printed Name: _____ MATT ROOKER _____

Position with Vendor: _____ PRESIDENT _____

74-1607804

_____ Federal ID Number (TIN) or SSN and Name _____

Southern Asphalt & Petroleum Co., Inc.

Phone 817-834-2800

Fax 817-831-9869

P. O. Box 7637

Fort Worth, Texas 76111

Southern Asphalt & Petroleum has provided materials to the following Cities and Counties:

- **COOKE COUNTY**
Cooke County Auditor's Office
Phone # 940-668-5431
Fax # 940-668-5442
1000 S. Dixon Street
Gainesville, Texas 76240

- **CITY OF EASTLAND**
City of Eastland
Phone # 254-629-8321
Fax # 254-629-3171
P O Box 749
Eastland, Texas 76448

- **JOHNSON COUNTY**
Johnson County Auditor's Office
Phone # 817-790-5333
Fax # 817-202-9203
1102 e. Kilpatrick
Cleburne, Texas 76031

- **PALO PINTO COUNTY**
Palo Pinto County Auditor's Office
Phone # 940-659-1210
Fax # 940-659-2590
P O Box 159
Palo Pinto, Texas 76484

- **WISE COUNTY**
Wise County Auditor's Office
Phone # 940-627-5744
Fax # 940-627-3388
P O Box 899
Decatur, Texas 76234

References

RFB 2014-401: Asphalt and Asphalt Emulsions

Initials

MR

Express

SCALED RFB
ASPHALT
COUNTY ENCLOSED. PLEASE
OPEN ASAP. THANK YOU!!

FedEx
TAKES
0275 8017 1360 2990

TUE - 10 SEP 12:00P
PRIORITY OVERNIGHT



FedEx Package Express US Airbill
Tracking Number: 8017 1360 2990

1 From Date: 09/09/2013

Sender's Name: BETH ROE KAREN SELLERS Phone: 512 469-9292

Company: ERGON ASPHALT

Address: 11612 BEE CAVES RD # 2244

City: AUSTIN State: TX ZIP: 78738-5409

2 Your Internal Billing Reference

3 To Recipient's Name: KELLI DAVIS, CPPR Phone: 817 556-6384

Company: PURCHASING AGENT JOHNSON COUNTY PURCHASING

Address: 1102 R KILPATRICK, SUITE B

City: CLEBURNE State: TX ZIP: 76031

0457050364



8017 1360 2990

4 Express Package Service - 1st mail piece. Package up to 150 lbs. Write Service code on shipping label. Priority service code has changed. Please update accordingly.

5 Packaging - Standard mail box. FedEx Envelope FedEx Pak FedEx Tube Other

6 Special Handling and Delivery - Signature Required Signature Required - Adult Signature Only Signature Required - Restricted Signature Required - Restricted (Signature Required)

7 Payment - Recipient Third Party Credit Card Cash/Check

giffgaff

fedex.com 1.800.GoFedEx 1.800.463.3339

ERGON ASPHALT & EMULSIONS, INC.
11612 RM 2244
Building 1, Suite 250
Austin, Texas 78738

JOHNSON COUNTY PURCHASING
KELLI DAVIS, CPPB, PURCHASING AGENT
1102 E. KILPATRICK, SUITE B
CLEBURNE, TEXAS 76031

RFB 2014-401 FOR ASPHALT AND ASPHALT EMULSIONS FOR JOHNSON COUNTY
BID OPENING: SEPTEMBER 12, 2013 at 2:00 p.m.

VENDOR NAME
ERGON ASPHALT & EMULSIONS, INC.

REQUEST FOR BID
Asphalt and Asphalt Emulsions
JOHNSON COUNTY



RFB 2014-401
DUE DATE: September 12, 2013
BY 2:00 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: 2:00 P.M., September 12, 2013.

MARK ENVELOPE: RFB 2014-401 FOR ASPHALT AND ASPHALT EMULSIONS 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.

**RFB 2014-401
ASPHALTS AND EMULSIFIED ASPHALTS
SPECIFICATIONS**

INTENT AND SCOPE:

This specification covers asphalts and emulsified asphalts for Johnson County for a one (1) year period beginning October 1, 2013 through September 30, 2014. Johnson County and vendor upon mutual consent may extend the contract for two (2) additional one (1) 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 emulsified asphalts and asphalts being sought under this contract are as follows:

1. CRS-2: A cationic rapid setting type of emulsified asphalt that shall be delivered at a temperature of not less than 160-170 degrees.
2. CRS-2H: A cationic rapid setting type of emulsified asphalt that is water based and shall be delivered at a temperature of not less than 160-170 degrees.
3. MS-2: An anionic medium set asphalt that is mixed with hot water, delivered at a temperature of not less than less than 160-170 degrees.
4. HFRS-2: A high float anionic emulsion that shall be delivered at a temperature of not less than 160-170 degrees.
5. RC-250: A rapid cure cutback emulsion that shall be delivered at a temperature of not less than 160-170 degrees.
6. AC-5: An asphaltic concrete binder product that shall be delivered at a temperature of not less than 350 degrees.
7. AC-10: An asphaltic concrete binder product that shall be delivered at a temperature of not less than 350 degrees.
8. AC-15P 3% Polymer: An asphaltic concrete polymer modified with 3% polymer.

9. AC-15XP 2% Polymer: An asphaltic concrete binder product with 15XP and 2% polymer.
10. MC-30: A medium cure cutback asphalt that shall be delivered at a temperature of not less than 350 degrees.
11. CRS-1P: A cationic rapid set asphalt that is polymer modified that shall be delivered at a temperature of not less than 160-170 degrees.
12. P2 Prime: A prime coat product.
13. P2 Prime Emulsified Concentrate: A prime coat product that must be mixed with water.
14. Diluted AEP (Asphalt Emulsion Prime): Asphalt emulsion priming consists of an application of low viscosity asphalt emulsion to an absorbent surface or granular base, in preparation for an asphalt surface course. Vendor shall specify cost by percent diluted.
 - a. When the emulsion is used in diluted form, the water used for dilution of the AEP shall be clean, potable, free of sediments and soluble salts. A small amount of surfactant or the same emulsifier used for the preparation of the emulsion could be added to the water to dilute the AEP to obtain additional stability of the emulsion.
 - b. When the emulsion is diluted, the final product should be a fluid, homogeneous mixture. A test dilution should be made to be certain that the water to be used is compatible with the emulsion. These diluted emulsions should not be stored for any length of time.
15. CWE/CWP2 Emulsified Asphalt: All weather chip seal emulsion/all weather pot hole patch emulsion.
16. Hot Pour Liquid Crack Sealer: PolyFlex Type 3, asphalt based product for cracks and joints used as pavement maintenance crack sealer/filler, which may be in individual boxes. Vendor shall specify price per pound. Vendor should note when delivered by truck if a fork lift is required on site to remove from trailer.
17. State rate of Demurrage per hour.

CERTIFICATION:

All emulsified asphalts shall comply with T.D.H.P.T. Item 300.2.

All asphalts shall comply with T.D.H.P.T. Item 300.3.

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

Approximate usage during the past fiscal year:

<u>CRS-2</u>	<u>CWE-2</u>	<u>P2 Prime</u>	<u>MC-30</u>
154,000	30,000	65,000	40,000

Vendor should also note if there is a minimum product order.

DELIVERY:

Delivery shall be to job site and/or precinct location in Johnson County. Two (2) hour delivery service is required.

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

**RFB 2014-401
ASPHALTS AND EMULSIFIED ASHALTS
QUOTE SHEET**

Vendor shall have the ability to provide asphalts and asphalt emulsions as described in this bid. Having read and understood the Instructions, Terms of Contract, insurance and specifications, vendor submits the following bid for asphalts and emulsified asphalt products:

DESCRIPTION	PICKUP PLANT PRICE PER UNIT OF MEASURE	FOB PRECINCT OR JOB SITE MILEAGE RATE/UOM PRICE	UNIT OF MEASURE (UOM)	VENDOR ITEM NUMBER/ DESCRIPTION
CRS-2	\$2.50	\$0.1394	GALLON	
CRS-2H	\$2.50	\$0.1906	GALLON	
MS-2	\$2.60	\$0.1906	GALLON	
HFRS-2	\$2.50	\$0.1906	GALLON	
RC-250	NO BID			
AC-5	NO BID			
AC-10	NO BID			
AC-15P 3% Polymer	NO BID			
AC-15XP 2% Polymer	NO BID			
MC-30	NO BID			
CRS-1P	NO BID			
P2 Prime	NO BID			
P2 Prime Emulsifies Concentrate	NO BID			
Diluted AEP: 40% H ₂ O/60% product	\$2.04	\$0.1394		
50% H ₂ O/50% product	\$1.73	\$0.1394		
60% H ₂ O/40% product	\$1.41	\$0.1394		

CWE/CWP2 Emulsified Asphalt	NO BID			
Hot Pour Liquid Crack Sealer	NO BID (price per lb)			
Rate of Demurrage per hour	\$80.00/HOUR AFTER 2 HOURS			
Minimum Order, if applicable	THIS BID IS FOR FULL TRANSPORT LOADS OF 5,500 GALLONS. FREIGHT IS BASED ON A FULL TRANSPORT LOAD, EVEN IF A FULL LOAD OF MATERIAL IS NOT ORDERED.			

Other fees (if applicable): RETURN FREIGHT IS ONE-HALF OF THE OUTGOING TARIFF.

PUMP AND HOSE CHARGE IS \$80.00 PER LOAD.

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: ERGON ASPHALT & EMULSIONS, INC.

Address: 11612 RM 2244, BUILDING 1, SUITE 250

AUSTIN, TEXAS 78738

Phone: (512) 469-9292 Fax: (512) 469-0391

E-Mail cary.brownlee@ergon.com OR beth.roe@ergon.com

Offerer's Signature: 

Offerer's Printed Name: CARY P. BROWNLEE

Position with Vendor: TEXAS REGIONAL 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: CPR

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: ERGON ASPHALT & EMULSIONS, INC.

Address: 11612 RM 2244, BUILDING 1, SUITE 250
 AUSTIN, TEXAS 78738

Phone: (512) 469-9292 Fax: (512) 469-0391

Official's Signature: Cary P. Brownlee

Official's Printed Name: CARY P. BROWNLEE

Position with Vendor: TEXAS REGIONAL MANAGER

 64-0666411

Federal ID Number (TIN) or SSN and Name

BUSINESS REFERENCES

HUNTER INDUSTRIES, LTD.
John Weisman, President
P. O. Box 2109
San Marcos, Texas 78667-2109
(512) 353-7757 FAX (512) 441-1830

RAMMING PAVING COMPANY
Dean Lundquist, Estimator
9020 N. Highway 360
Building 2, Suite 250
Austin, Texas 78759
(512) 251-3713 FAX (512) 246-9123

VIKING CONSTRUCTION
Barry Dunn, President
2592 Shell Road
Georgetown, Texas 78628
(512) 930-5777 FAX (512) 868-1955

Heartland Asphalt Materials, Inc.
860 Airport Freeway Ste 400
Hurst, TX 76054

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

A handwritten signature in black ink, appearing to be 'K. Davis', is written over a faint rectangular stamp or box.

RFB 2014-401 FOR
ASPHALT AND ASPHALT
EMULSIONS FOR JOHNSON COUNTY

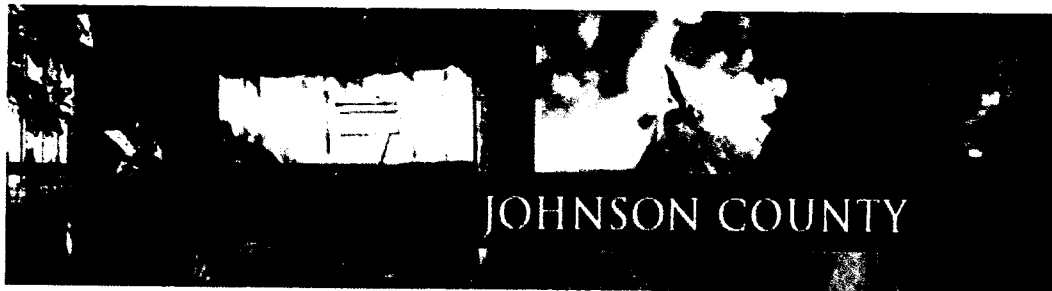
VENDOR NAME

Heartland Asphalt Materials, Inc.

REQUEST FOR BID

Asphalt and Asphalt Emulsions

JOHNSON COUNTY



RFB 2014-401

DUE DATE: September 12, 2013

BY 2:00 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: 2:00 P.M., September 12, 2013.

MARK ENVELOPE: RFB 2014-401 FOR ASPHALT AND ASPHALT EMULSIONS 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.

**RFB 2014-401
ASPHALTS AND EMULSIFIED ASPHALTS
SPECIFICATIONS**

INTENT AND SCOPE:

This specification covers asphalts and emulsified asphalts for Johnson County for a one (1) year period beginning October 1, 2013 through September 30, 2014. Johnson County and vendor upon mutual consent may extend the contract for two (2) additional one (1) 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 emulsified asphalts and asphalts being sought under this contract are as follows:

1. CRS-2: A cationic rapid setting type of emulsified asphalt that shall be delivered at a temperature of not less than 160-170 degrees.
2. CRS-2H: A cationic rapid setting type of emulsified asphalt that is water based and shall be delivered at a temperature of not less than 160-170 degrees.
3. MS-2: An anionic medium set asphalt that is mixed with hot water, delivered at a temperature of not less than less than 160-170 degrees.
4. HFRS-2: A high float anionic emulsion that shall be delivered at a temperature of not less than 160-170 degrees.
5. RC-250: A rapid cure cutback emulsion that shall be delivered at a temperature of not less than 160-170 degrees.
6. AC-5: An asphaltic concrete binder product that shall be delivered at a temperature of not less than 350 degrees.
7. AC-10: An asphaltic concrete binder product that shall be delivered at a temperature of not less than 350 degrees.
8. AC-15P 3% Polymer: An asphaltic concrete polymer modified with 3% polymer.

9. AC-15XP 2% Polymer: An asphaltic concrete binder product with 15XP and 2% polymer.
10. MC-30: A medium cure cutback asphalt that shall be delivered at a temperature of not less than 350 degrees.
11. CRS-1P: A cationic rapid set asphalt that is polymer modified that shall be delivered at a temperature of not less than 160-170 degrees.
12. P2 Prime: A prime coat product.
13. P2 Prime Emulsified Concentrate: A prime coat product that must be mixed with water.
14. Diluted AEP (Asphalt Emulsion Prime): Asphalt emulsion priming consists of an application of low viscosity asphalt emulsion to an absorbent surface or granular base, in preparation for an asphalt surface course. Vendor shall specify cost by percent diluted.
 - a. When the emulsion is used in diluted form, the water used for dilution of the AEP shall be clean, potable, free of sediments and soluble salts. A small amount of surfactant or the same emulsifier used for the preparation of the emulsion could be added to the water to dilute the AEP to obtain additional stability of the emulsion.
 - b. When the emulsion is diluted, the final product should be a fluid, homogeneous mixture. A test dilution should be made to be certain that the water to be used is compatible with the emulsion. These diluted emulsions should not be stored for any length of time.
15. CWE/CWP2 Emulsified Asphalt: All weather chip seal emulsion/all weather pot hole patch emulsion.
16. Hot Pour Liquid Crack Sealer: PolyFlex Type 3, asphalt based product for cracks and joints used as pavement maintenance crack sealer/filler, which may be in individual boxes. Vendor shall specify price per pound. Vendor should note when delivered by truck if a fork lift is required on site to remove from trailer.
17. State rate of Demurrage per hour.

CERTIFICATION:

All emulsified asphalts shall comply with T.D.H.P.T. Item 300.2.

All asphalts shall comply with T.D.H.P.T. Item 300.3.

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

Approximate usage during the past fiscal year:

<u>CRS-2</u>	<u>CWE-2</u>	<u>P2 Prime</u>	<u>MC-30</u>
154,000	30,000	65,000	40,000

Vendor should also note if there is a minimum product order.

DELIVERY:

Delivery shall be to job site and/or precinct location in Johnson County. Two (2) hour delivery service is required.

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

**RFB 2014-401
ASPHALTS AND EMULSIFIED ASHALTS
QUOTE SHEET**

Vendor shall have the ability to provide asphalts and asphalt emulsions as described in this bid. Having read and understood the Instructions, Terms of Contract, insurance and specifications, vendor submits the following bid for asphalts and emulsified asphalt products:

DESCRIPTION	PICKUP PLANT PRICE PER UNIT OF MEASURE	FOB PRECINCT OR JOB SITE MILEAGE RATE/UOM PRICE	UNIT OF MEASURE (UOM)	VENDOR ITEM NUMBER/ DESCRIPTION
CRS-2	\$ 2.15 gallon	\$ 2.29/gallon Delivered	gallon	CRS-2
CRS-2H	\$ 2.15 gallon	\$ 2.29/gallon Delivered	gallon	CRS-2H
MS-2	No Bid	NB	—	—
HFRS-2	No Bid	NB	—	—
RC-250	No Bid	NB	—	—
AC-5	\$ 2.65 gallon	\$ 2.79/gallon delivered	gallon	AC-5
AC-10	\$ 2.65 gallon	\$ 2.79/gallon delivered	gallon	AC-10
AC-15P 3% Polymer	\$ 3.25 gallon	\$ 3.39/gallon delivered	gallon	AC-15P
AC-15XP 2% Polymer	\$ 3.25 gallon	\$ 3.39/gallon delivered	gallon	AC-15XP
MC-30	No Bid	NB	—	—
CRS-1P	\$ 2.95 gallon	\$ 3.24/gallon delivered	gallon	CRS-1P
P2 Prime FasBlack Fog Seal Emulsion	\$ 2.50 gallon	\$ 2.64/gallon delivered	gallon	FasBlack
P2 Prime Emulsifies Concentrate	No Bid	NB	—	—
Diluted AEP: 40% H ₂ O/60% product	\$ 2.08 gallon	\$ 2.22/gallon delivered	gallon	AEP diluted 40%
50% H ₂ O/50% product	\$ 1.77 gallon	\$ 1.91/gallon delivered	gallon	AEP diluted 50%
60% H ₂ O/40% product	\$ 1.47 gallon	\$ 1.61/gallon delivered	gallon	AEP diluted 60%

CWE/CWP2 Emulsified Asphalt	No Bid	No Bid	No Bid	—
Hot Pour Liquid Crack Sealer	No Bid (price per lb)	No Bid	No Bid	—
Rate of Demurrage per hour	\$80.00/hr after 2 free hours unloading			
Minimum Order, if applicable	Freight is based on 5,600 gallons			

Other fees (if applicable): Pump Charge - \$80 if a pump is requested
Return loads - 1/2 of tariff

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: MH

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: MH ~~MD~~

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: Heartland Asphalt Materials, Inc.

Address: 860 Airport Freeway Ste 400
Hurst, TX 76054

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

Official's Signature: Matthew Hunt

Official's Printed Name: Matthew Hunt

Position with Vendor: Account Manager

46-0506466

Federal ID Number (TIN) or SSN and Name

⊗ All agencies within Johnson County may participate in Cooperative Purchasing Program with Heartland Asphalt Materials, Inc. Any agencies outside of Johnson County will be reviewed on a case by case basis. MH
9/2/13



September 12, 2013

Johnson County Purchasing Department
1102 E. Kirkpatrick Ste B
Cleburne, TX 76031
Attention: Kelli Davis

Dear Ms. Davis:

Heartland Asphalt Materials looks forward to the possibility of supplying Johnson County with Asphalt Emulsions for the 2014season.

Per your request, please find three (3) agencies that can provide you with referrals on our behalf:

Dallas County
Sam Cooper – Buyer
214-653-6304
509 Main Street Room 407
Dallas, TX 75202

Parker County
Kim Rivas – Contract Administrator
817-598-6140
1112 Santa Fe Drive
Weatherford, TX 76086

Tarrant County
Tim Jones – Buyer
817-884-2620
100 East Weatherford Ste 506
Fort Worth, TX 76196



If you have any questions please feel free to contact me via email or my phone number listed below.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Hunt".

Matthew Hunt

Heartland Asphalt Materials

Account Manager

Phone – (870)565-5905

mhunt@heartlandasphaltmaterials.com

Extremely Urgent

Call 1-800-PICK-UPS® (1-800-742-5877) or visit UPS.com®

T

PAT HERNANDEZ
 2104962070
 OFFICE TEXAS, INC.
 SAN ANTONIO, TX 78232

3 LBS

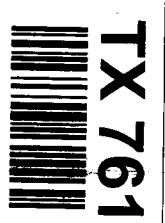
SHIP KELLI DAVIS, OPB PURCHASING AGENT (817) 556-5394
 TO: JOHNSON COUNTY PURCHASING
 1102 E. KILPATRICK SUITE B
CLEBURNE TX 76031

3 LBS

1 OF 1

Alt®
1e Express™
Alt®
1e Expedited™

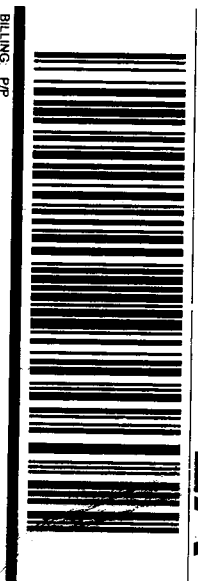
ig documents on the side.



TX 761 9-70

UPS 2ND DAY AIR A.M. 2A

TRACKING #: 1Z 359 3X7 07 5246 6562



BILLING PP

WS 16 0 31 4204 07/2013

PC

15% Post-Consumer Content

International Shipping Notice - Carriage hereunder may be subject to the rules relating to liability and other terms and/or conditions established by the Convention for the Unification of Certain Rules Relating to International Carriage / Air (the "Warsaw Convention") and/or the Convention on the International Carriage of Goods by Road (the "CMR Convention"). These commodities, technology or software were exported from the U.S. in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.

010195111 09/03
 Parcel Service, Louisville

RFB 2014-401 FOR ASPHALT AND ASPHALT
EMULSIONS FOR JOHNSON COUNTY
BID DATE: SEPTEMBER 12, 2013
BID TIME: 2:00 P.M.



105 N. TOWER DRIVE
SAN ANTONIO, TX 78232

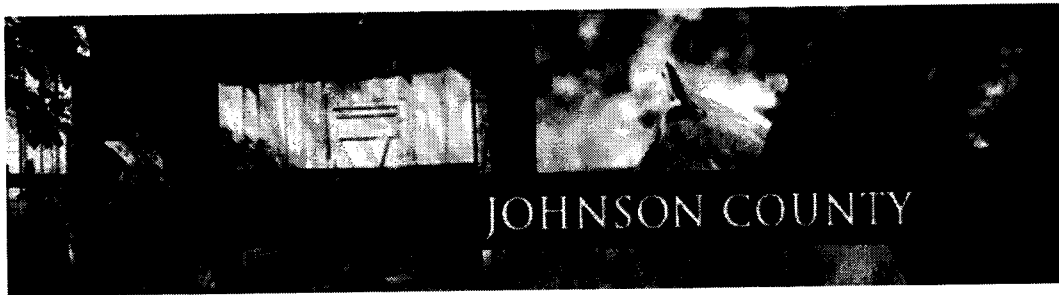
JOHNSON COUNTY PURCHASING
KELLI DAVIS, CPPB, PURCHASING AGENT
1102 E. KILPATRICK, SUITE B
CLEBURNE, TEXAS 76031



ORIGINAL

VENDOR NAME
CRAFCO TEXAS, INC.

REQUEST FOR BID
Asphalt and Asphalt Emulsions
JOHNSON COUNTY



RFB 2014-401
DUE DATE: September 12, 2013
BY 2:00 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: 2:00 P.M., September 12, 2013.

MARK ENVELOPE: RFB 2014-401 FOR ASPHALT AND ASPHALT EMULSIONS 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.

7

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.

7

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.

**RFB 2014-401
ASPHALTS AND EMULSIFIED ASPHALTS
SPECIFICATIONS**

INTENT AND SCOPE:

This specification covers asphalts and emulsified asphalts for Johnson County for a one (1) year period beginning October 1, 2013 through September 30, 2014. Johnson County and vendor upon mutual consent may extend the contract for two (2) additional one (1) 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 emulsified asphalts and asphalts being sought under this contract are as follows:

1. CRS-2: A cationic rapid setting type of emulsified asphalt that shall be delivered at a temperature of not less than 160-170 degrees.
2. CRS-2H: A cationic rapid setting type of emulsified asphalt that is water based and shall be delivered at a temperature of not less than 160-170 degrees.
3. MS-2: An anionic medium set asphalt that is mixed with hot water, delivered at a temperature of not less than less than 160-170 degrees.
4. HFRS-2: A high float anionic emulsion that shall be delivered at a temperature of not less than 160-170 degrees.
5. RC-250: A rapid cure cutback emulsion that shall be delivered at a temperature of not less than 160-170 degrees.
6. AC-5: An asphaltic concrete binder product that shall be delivered at a temperature of not less than 350 degrees.
7. AC-10: An asphaltic concrete binder product that shall be delivered at a temperature of not less than 350 degrees.
8. AC-15P 3% Polymer: An asphaltic concrete polymer modified with 3% polymer.

9. AC-15XP 2% Polymer: An asphaltic concrete binder product with 15XP and 2% polymer.
10. MC-30: A medium cure cutback asphalt that shall be delivered at a temperature of not less than 350 degrees.
11. CRS-1P: A cationic rapid set asphalt that is polymer modified that shall be delivered at a temperature of not less than 160-170 degrees.
12. P2 Prime: A prime coat product.
13. P2 Prime Emulsified Concentrate: A prime coat product that must be mixed with water.
14. Diluted AEP (Asphalt Emulsion Prime): Asphalt emulsion priming consists of an application of low viscosity asphalt emulsion to an absorbent surface or granular base, in preparation for an asphalt surface course. Vendor shall specify cost by percent diluted.
 - a. When the emulsion is used in diluted form, the water used for dilution of the AEP shall be clean, potable, free of sediments and soluble salts. A small amount of surfactant or the same emulsifier used for the preparation of the emulsion could be added to the water to dilute the AEP to obtain additional stability of the emulsion.
 - b. When the emulsion is diluted, the final product should be a fluid, homogeneous mixture. A test dilution should be made to be certain that the water to be used is compatible with the emulsion. These diluted emulsions should not be stored for any length of time.
15. CWE/CWP2 Emulsified Asphalt: All weather chip seal emulsion/all weather pot hole patch emulsion.
16. Hot Pour Liquid Crack Sealer: PolyFlex Type 3, asphalt based product for cracks and joints used as pavement maintenance crack sealer/filler, which may be in individual boxes. Vendor shall specify price per pound. Vendor should note when delivered by truck if a fork lift is required on site to remove from trailer.
17. State rate of Demurrage per hour.

CERTIFICATION:

All emulsified asphalts shall comply with T.D.H.P.T. Item 300.2.

All asphalts shall comply with T.D.H.P.T. Item 300.3.

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

Approximate usage during the past fiscal year:

<u>CRS-2</u>	<u>CWE-2</u>	<u>P2 Prime</u>	<u>MC-30</u>
154,000	30,000	65,000	40,000

Vendor should also note if there is a minimum product order.

DELIVERY:

Delivery shall be to job site and/or precinct location in Johnson County. Two (2) hour delivery service is required.

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

**RFB 2014-401
 ASPHALTS AND EMULSIFIED ASHALTS
 QUOTE SHEET**

Vendor shall have the ability to provide asphalts and asphalt emulsions as described in this bid. Having read and understood the Instructions, Terms of Contract, insurance and specifications, vendor submits the following bid for asphalts and emulsified asphalt products:

DESCRIPTION	PICKUP PLANT PRICE PER UNIT OF MEASURE	FOB PRECINCT OR JOB SITE MILEAGE RATE/UOM PRICE	UNIT OF MEASURE (UOM)	VENDOR ITEM NUMBER/ DESCRIPTION
CRS-2				
CRS-2H				
MS-2				
HFRS-2				
RC-250				
AC-5				
AC-10				
AC-15P 3% Polymer				
AC-15XP 2% Polymer				
MC-30				
CRS-1P				
P2 Prime				
P2 Prime Emulsifies Concentrate				
Diluted AEP: 40% H ₂ O/60% product				
50% H ₂ O/50% product				
60% H ₂ O/40% product				

CWE/CWP2 Emulsified Asphalt				
Hot Pour Liquid Crack Sealer	\$0.59 (price per lb)	N/A	LB	34521
Rate of Demurrage per hour	N/A			
Minimum Order, if applicable	10,000 LBS			

Forklift
required for
unloading
material

Other fees (if 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: Crafco Texas, Inc.

Address: 105 Tower Dr

San Antonio, Texas 78232

Phone: (210) 496-2070 Fax: (210) 496-2732

E-Mail customerservice@crafcotexas.com

Offerer's Signature: *William T. Frerichs*

Offerer's Printed Name: William T. Frerichs

Position with Vendor: President

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: WTF

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.

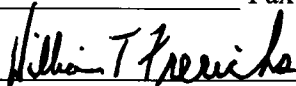
SIGNING BELOW SIGNIFIES THAT THE SIGNATOR HAS READ THE ABOVE COOPERATIVE PURCHASING GUIDELINES AND AGREED TO THE TERMS AND CONDITIONS THEREIN AND IS DULY AUTHORIZED TO EXECUTE THIS COOPERATIVE AGREEMENT.

Vendor: Crafco Texas, Inc.

Address: 105 Tower Dr

San Antonio, Texas 78232

Phone: (210) 496-2070 Fax: (210) 496-2732

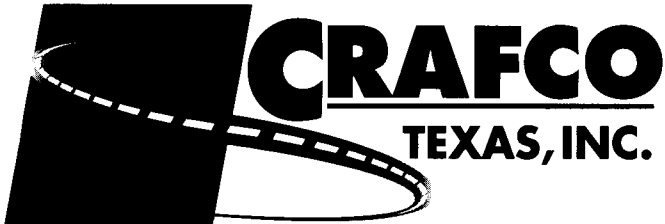
Official's Signature: 

Official's Printed Name: William T. Frerichs

Position with Vendor: President

74-2277962

Federal ID Number (TIN) or SSN and Name



105 TOWER DRIVE • SAN ANTONIO, TEXAS 78232
T 210.496.2070 F 210.496.2732 www.crafcotexas.com

Crafco PolyFlex 3 References

Dallas County

509 Main Street, 6th Floor, Room 623,
Dallas, TX 75202

Sam Cooper

Phone: (214) 653-6304

Fax: (214) 653-7449

Bell County

101 E. Central Avenue, 3rd Floor
Belton, Texas 76513

Brian Supak

Phone: (254) 933-5112

Fax: (254) 933-5918

Travis County

700 Lavaca, Suite 800
Austin, TX 78701

Loren Breland

Phone: (512) 854-4854

Fax: (512) 854-9185



420 N. Roosevelt Ave. • Chandler AZ 85226
 1-800-528-8242 • (602) 276-0406 • FAX (480) 961-0513
 www.crafco.com

PRODUCT DATA SHEET

POLYFLEX TYPE 3

PART NO. 34521

JUNE 2012

READ BEFORE USING THIS PRODUCT

GENERAL Crafco PolyFlex Type 3 is a hot-applied, asphalt based product used to fill cracks and joints in asphalt and portland cement concrete pavements in warm to hot climates. PolyFlex Type 3 is supplied in solid form which when melted and properly applied forms a highly adhesive and flexible compound that resists cracking in the winter and resists flow and pick-up at summer temperatures. Polyflex Type 3 is used in highway, street, airfield and parking lot pavements and is applied to pavement cracks using either pressure feed melter applicators or pour pots. At application temperature, PolyFlex Type 3 is a medium viscosity product which flows and penetrates cracks. PolyFlex Type 3 is formulated as an economical yet effective pavement maintenance crack filler product. Compared to products based on reclaimed rubber, PolyFlex Type 3 offers lower viscosity for easier application, improved summer temperature pick-up resistance, quicker set-up times and improved low temperature flexibility. Polyflex Type 3 has been a quality Crafco product for 20 years. Several states have adopted specifications based on the performance of Polyflex Type 3. VOC = 0 g/l.

USAGE GUIDELINES PolyFlex Type 3 pavement temperature performance limits are 70-10 for crack filling. Usage recommendations are shown in Crafco pavement temperature grade charts shown at the right. Refer to Crafco Product Selection Procedures to determine sealant or filler use and pavement temperature grades.

	Suited for Use
	Recommended
	Performance Limits
	Not Recommended

High Temperature Grade (°C)

	58	64	70	76	82
Low Temperature Grade (°C)	-4	-10	-16	-22	-28
	-34	-40	-46		

Pavement Temp for Filler Usage

SPECIFICATION CONFORMANCE The Crafco recommended specification limits for PolyFlex Type 3 when heated in accordance with ASTM D5078 to the maximum heating temperature are as follows:

Test	Recommended Specification
Cone Penetration (ASTM D5329)	20-40
Resilience (ASTM D5329)	30% min.
Softening Point (ASTM D36)	210°F (99°C) min.
Ductility, 77F (25C) (ASTM D113)	30 cm min.
Flexibility (ASTM D3111 Modified)	Pass at 30°F (-1°C)
Flow 140°F (60°C) (ASTM D5329)	3 mm max
Brookfield Viscoisty, 400°F (204°C) (ASTM D2669)	100 Poise max.
Asphalt Compatibility (ASTM D5329)	Pass
Bitumen Content (ASTM D4)	60% min
Tensile Adhesion, 1" (ASTM D5329)	400% min.
Maximum Heating Temperature	400°F (204°C)
Minimum Application Temperature	380°F (193°C)

INSTALLATION The unit weight of Crafco PolyFlex Type 3 is 10.0 lbs. per gallon (1.20 kg/L) at 60°F (15.5°C). Prior to use, the user must read and follow Installation Instructions for Hot-Applied RoadSaver, PolyFlex, Parking Lot and Asphalt Rubber Products to verify proper product selection, heating methods, pavement preparation procedures, application geometry, usage precautions and safety procedures. These instructions are provided with each pallet of product.

PACKAGING Packaging consists of individual boxes of product which are palletized into shipping units. Boxes contain a non-adherent film which permits easy removal of the product. Each pallet contains 72 boxes which are stacked in six layers of 12 boxes per layer. The weight of product in each box does not exceed 40 lbs. (18kg) and pallet weights do not exceed 2,880 lbs. (1310kg). Pallets of product are weighed and product is sold by the net weight of product. Product boxes are manufactured from double wall kraft board producing a minimum bursting test certification of 350 psi (241 N/cm²) and using water resistant adhesives. Boxes use tape closure and do not contain any staples. Boxes are labeled with the product name, part number, lot number, specification conformance, application temperatures and safety instructions. Palletized units are protected from the weather using a three mil thick plastic bag, a weather and moisture resistant cap sheet and a minimum of two layers of six month u.v. protected stretch wrap. Pallets are labeled with the product part number, lot number and net weight. Installation Instructions are provided with each pallet in a weather resistant enclosure.

WARRANTY CRAFTCO, Inc. warrants that CRAFTCO products meet applicable ASTM, AASHTO, Federal or State specifications at time of shipment. Techniques used for the preparation of the cracks and joints prior to sealing or filling are beyond our control as are the use and application of the products; therefore, Crafco shall not be responsible for improperly applied or misused products. Remedies against Crafco, Inc., as agreed to by Crafco, are limited to replacing nonconforming product or refund (full or partial) of purchase price from Crafco, Inc. All claims for breach of this warranty must be made within three (3) months of the date of use or twelve (12) months from the date of delivery by Crafco, Inc. whichever is earlier. There shall be no other warranties expressed or implied. For optimum performance, follow Crafco recommendations for product installation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/5/2013

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 Catto & Catto LLP 217 East Houston St., Ste #100 San Antonio TX 78205-1801	CONTACT NAME: Janet Hajek PHONE (A/C No. Ext): 210-222-2161 E-MAIL ADDRESS: catto@catto.com	FAX (A/C No.): 210-222-1618													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :Cincinnati Insurance Companies</td> <td>10677</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :Cincinnati Insurance Companies	10677	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURED Crafcro Texas , Inc. 105 Tower Drive San Antonio TX 78232	CRAFC-2														

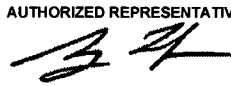
COVERAGES **CERTIFICATE NUMBER: 839171328** **REVISION NUMBER:**

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	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			EPP0015573	3/31/2013	3/31/2014	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			EBA0015573	3/31/2013	3/31/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Equipment			EPP0015573	3/31/2013	3/31/2014	Leased/Rented Deductible	150,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RFB 2014-401 / Asphalt and Asphalt Emulsions

The General Liability policy includes a blanket automatic additional insured endorsement provision that provides additional insured status to the parties listed in said contract when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy includes a 30-day notice of cancellation to certificate holder if the policy is canceled by the company other than for nonpayment of premium. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

CERTIFICATE HOLDER Johnson County 1102 E. Kilpatrick, Ste 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 
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
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B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- The Each Occurrence Limit shown in the Declarations; or
- \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

a. Bail bonds: \$ 1,000
b. Loss of earnings: \$ 350

5. Medical Payments

Medical Expense Limit: \$ 10,000

6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.)

Limits of Insurance (Each Occurrence)

Coverage a. \$1,000

Coverage b. \$5,000 unless otherwise stated \$ _____

Deductibles (Each Occurrence)

Coverage a. \$250

Coverage b. \$250 unless otherwise stated \$ _____

COVERAGE	PREMIUM BASIS (a) Area (b) Payroll (c) Gross Sales (d) Units (e) Other	RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
b. Care, Custody or Control			\$
TOTAL ANNUAL PREMIUM			\$

11. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$ 10,000

Deductible: \$ 250

C. Coverages:

1. Employee Benefit Liability Coverage

a. The following is added to **SECTION I - COVERAGES: Employee Benefit Liability Coverage.**

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

- 1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- 2) Our right and duty to defend ends when we

have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or
- 2) Occurred prior to the effective date of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the effective date of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
 - ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and
- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage or Personal and Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure to Perform a Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy of Performance of Investment / Advice Given With Respect to Participation

Any claim based upon:

- 1) Failure of any investment to perform;
- 2) Errors in providing information on past per-

formance of investment vehicles; or

- 3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation and Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

- (1) Refusal to employ;
- (2) Termination of employment;
- (3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employ-

ment-related practices, acts or omissions; or

- (4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B also apply to this Coverage.

b. Who is an Insured

As respects Employee Benefit Liability Coverage, **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced by the following:

- (1) If you are designated in the Declarations as:
 - (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.
 - (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

- (2) Each of the following is also an insured:

- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".

- (b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

- (c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- (3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects Employee Benefit Liability Coverage, **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

- (a) Insureds;

- (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or
- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions,

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

(4) Deductible Amount

- (a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

- (b) The deductible amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

- (c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim,

apply irrespective of the application of the deductible amount.

- (d) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- (1) Item 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** is deleted in its entirety and replaced by the following:

2. Duties in the Event of an Act, Error or Omission, or Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) What the act, error or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit",

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 5. **Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, SECTION V - DEFINITIONS** is amended as follows.

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation

in any benefit included in the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
2. "Cafeteria plans" means plan authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
 - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
 - c. Unemployment insurance, social security

benefits, workers' compensation and disability benefits; and

- d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

(2) The following definitions are deleted in their entirety and replaced by the following:

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.
8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

2. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 7. Representations is hereby amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

- a. The last Subparagraph of Paragraph 2. **SECTION I - COVERAGES, COVERAGE A. - BODILY INJURY AND PROPERTY DAMAGE, 2. LIABILITY Exclusions** is hereby deleted and replaced by the following:

Exclusions c. through q. do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner.

- b. The insurance provided under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above:

The exclusions under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, other than i. **War** and the **Nuclear Energy Liability Exclusion**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
- 1) Assumed in any contract; or
 - 2) Loss caused by or resulting from any of the following:
 - a) Wear and tear;
 - b) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - c) Smog;
 - d) Mechanical breakdown including rupture or bursting caused by centrifugal force;

- e) Settling, cracking, shrinking or expansion; or
- f) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

- (b) Loss caused directly or indirectly by any of the following:

- 1) Earthquake, volcanic eruption, landslide or any other earth movement;
- 2) Water that backs up or overflows from a sewer, drain or sump;
- 3) Water under the ground surface pressing on, or flowing or seeping through:
 - a) Foundations, walls, floors or paved surfaces;
 - b) Basements, whether paved or not; or
 - c) Doors, windows or other openings.

- (c) Loss caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, or fire protection systems caused by or resulting from freezing, unless:

- 1) You did your best to maintain heat in the building or structure, or
- 2) You drained the equipment and shut off the water supply if the heat was not maintained.

- (d) Loss to or damage to.

- 1) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or
- 2) The interior of any building or structure, or to personal property in the building or structure

caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

The Damage to Premises Rented to You Limit as shown in the Declarations is amended as follows:

(2) Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is hereby deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, for damages because of "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of any one "occurrence" to which this insurance applies.

(3) The amount we will pay is limited as described in **Section B. Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **SECTION I - COVERAGE, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in **Section B. Limits of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in **Section B. Limits of Insurance, 4.b.** Loss of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in **Section B. Limits of Insurance, 5. Medical Payments** of this endorsement.

6. Voluntary Property Damage and Care, Custody or Control Liability Coverage

a. **Voluntary Property Damage Coverage**

We will pay for "property damage" to property of others arising out of operations incidental to the insured's business when:

- (1) Damage is caused by the insured; or
- (2) Damage occurs while in the insured's possession.

With your consent, we will make these payments regardless of fault.

b. **Care, Custody or Control Liability Coverage**

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage to Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

a. The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

b. Deductible Clause

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section **B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage** of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

a. The following is hereby added to **SECTION II - WHO IS AN INSURED**:

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:

- 1) Currently in effect or becomes effective during the policy period; and
- 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after

you cease to be a tenant in that premises.

- 2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- (b) Any person or organization from which you lease equipment with whom you have agreed per Paragraph 9.a.(1) above to provide insurance. Such person(s) or organization(s) are insureds solely with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person(s) or organizations(s). However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
- (c) Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- 1) The insurance afforded the vendor does not apply to:
 - a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b) Any express warranty unauthorized by you;
 - c) Any physical or chemical change in the product made intentionally by the vendor;
 - d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- 2) This insurance does not apply to any insured person or organization:
- a) From whom you have acquired such products, or any ingredient, part or container, entering into, ac-

companying or containing such products; or

- b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- 2) The construction, erection, or removal of elevators; or
- 3) The ownership, maintenance, or use of any elevators covered by this insurance.

- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:

- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

- (f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed

- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):

- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

- (b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

- (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1) Defects in design furnished by or on behalf

of the additional insured; or

- 2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b) Supervisory, inspection, architectural or engineering activities.
- 3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the primecontractor-project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Sub-paragraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

- (1) **Condition 5. Other Insurance** is amended to include:

- (a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as re-

spects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

- (b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- 1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

- 2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

- (2) **Condition 11. Conformance to Specific Written Contract or Agreement** is hereby added:

11. Conformance to Specific Written Contract or Agreement

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or
- b. Include coverage for completed operations; or
- c. Include coverage for "your work";

and where the limits or coverage provided to the addi-

tional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 9.a.(3)(a), 9.a.(3)(b) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number CG 20 10 but does not specify which edition, or specifies an edition that does not exist, Paragraphs 9.a.(3)(a) and 9.a.(3)(b) of this endorsement shall not apply and Paragraph 9.b. of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph f.(1) of Definition 12. "Insured contract" (SECTION V - DEFINITIONS) is deleted.

11. Property Damage to Borrowed Equipment

a. The following is hereby added to Exclusion j. **Damage to Property of Paragraph 2., Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY.**

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. **Limits of Insurance,**

11. of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section B. **Limits of Insurance, 11.** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.

(b) Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit,** applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph 2.a.(1)(d) of SECTION II - WHO IS AN INSURED, does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph a. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDI-**

TIONS) is hereby deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".