

# Montgomery County

## Specification Download Acknowledgement



### Request for Bid or Proposal

AIRPORT ROAD PARKING  
LOT CONSTRUCTION  
PRECINCT 1

Project # 18-46

SPECS ONLY

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY EMAIL: [purchasing@mctx.org](mailto:purchasing@mctx.org)

### Vendor Responsibilities

- Vendors must download and complete any addenda
- Vendors must submit responses in accordance with requirements stated on cover of document
- Vendor must submit 1295 form with Bid/Proposal  
Detailed information regarding 1295 can be found under item 49 in the attached Terms and Conditions.  
Texas Ethics Commission website for 1295:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

For completing the 1295:

Contract ID: 2556

Description: Project 18-46

Montgomery County will not be responsible for inaccurate or incomplete specifications and/or addenda pertaining to any bid/proposal that is received electronically.

\_\_\_\_\_  
Legal Name of Contracting Company

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Complete Mailing Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**GILBERT D. JALOMO, JR., CPPB**  
OFFICE OF COUNTY PURCHASING AGENT  
MONTGOMERY COUNTY

501 N. Thompson  
Suite 405  
Conroe, Texas 77301

936.539.7980  
FAX: 936.760.6976  
[www.mctx.org](http://www.mctx.org)

April 25, 2018

Sealed bids one (1) original and (1) copy will be received in the Office of the Montgomery County Purchasing Agent, Attn: Gilbert D. Jalomo, Jr., CPPB, 501 N. Thompson, Suite 405, Conroe, Texas 77301 until 2:00 p.m., May 16, 2018. Bids will be publicly opened and read aloud at 2:15 p.m. for the following:

PROJECT 18-46  
AIRPORT ROAD PARKING LOT CONSTRUCTION  
PRECINCT #1

There will be a pre-bid meeting on Thursday, May 3, 2018 at 10:00 a.m. at the office of the Montgomery County Purchasing Department, 501 N. Thompson, Suite 405, Conroe, TX 77301. Attendance of the pre-bid is recommended.

Prospective vendors may obtain specifications from the Office of the Montgomery County Purchasing Agent located at 501 N. Thompson, Suite 405, Conroe, Texas 77301 any time after 8:00 a.m. on April 25, 2018. Specifications are also available via download at the Purchasing website: [www.mctx.org](http://www.mctx.org).

All bids shall be submitted on the basis of lump sum pricing as provided in the bid specifications. Payment to successful bidder shall be net thirty (30) days after receipt of products, materials, services or invoices, whichever is later unless otherwise stated in specifications.

The right is reserved, as the interest of Montgomery County Commissioners' Court may require rejecting any one or all bids and to waive any informality in bids received. All bids received after the above designated closing time will be returned unopened.

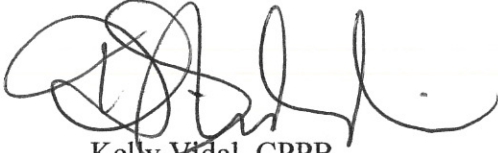
A Bid Bond from an approved surety company-holding permit from the State of Texas will be required. The Bid Bond must be in an amount of five percent (5%) of the total bid amount and must accompany each bid. The successful bidder will be required to furnish a Performance Bond and Payment Bond, each in the amount of one hundred percent (100%) of the project.

A prevailing wage rate has been prescribed for this project. Montgomery County is an Affirmative Action/Equal Opportunity Employer.

Vendors are responsible for monitoring the Purchasing Department website at [www.mctx.org](http://www.mctx.org) for any Addenda which may be issued.

For questions relating to the specifications or the submission of this proposal, contact Susan Lamendola, Senior Contact Administrator via email: [Susan.Lamendola@mctx.org](mailto:Susan.Lamendola@mctx.org); or by calling 936-788-8384.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kelly Vidal', with a stylized flourish at the end.

Kelly Vidal, CPPB  
Assistant County Purchasing Agent

KV/nw

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# BID PACKAGE CHECK LIST

**Only items marked with an "X" are applicable to this bid.**

Bidders should review the Package thoroughly.

If additional information is needed, contact Montgomery County Purchasing Dept at 936.539.7980.

Bidder must check each task as it is completed.

Include this form with the appropriate bid documents.

Required		✓		Required		✓
<b>X</b>	<b>BID FORMS</b> Must be completed and signed in ink. Failure to do so may cause Bids to be rejected.			<b>X</b>	<b>GENERAL REQUIREMENTS AND TERMS</b> Bidder should be familiar with all General Requirements and Terms.	
<b>X</b>	Contract			<b>X</b>	<b>BID BOND REQUIREMENTS</b> This Bond applies to certain Bids as stated in Montgomery County Terms and Conditions.	
<b>X</b>	Acknowledgement			<b>X</b>	<b>SUBMITTING PROCEDURE</b>  <ul style="list-style-type: none"> <li>◆ Company Name</li> <li>◆ Project Number</li> <li>◆ Opening Date</li> <li>◆ Project Title</li> </ul>	
<b>X</b>	Residence Certification					
<b>X</b>	Verification					
<b>X</b>	Non-Collusion Affidavit & Debarment Certification					
<b>X</b>	Contractor's Acknowl. of Storm Water Mgmt Program					
<b>X</b>	Disclosure of Disinterested Parties (Form 1295)					
<b>X</b>	Vendor Information Form					
<b>X</b>	W-9 Submittal					
<b>X</b>	Israel Boycott Statement					
<b>AFTER AWARD IS MADE, THE FOLLOWING DOCUMENTS MUST BE PROVIDED</b> Check if you are prepared to provide these after award, as required.						
Required		✓		Required		✓
	<b>TEST REPORTS</b>				<b>MATERIALS SAFETY DATA SHEETS</b>	
<b>X</b>	<b>PERFORMANCE BOND REQUIREMENTS</b> This Bond applies to bids that exceed \$100,000 as stated in the Montgomery County Terms and Conditions.			<b>X</b>	<b>PAYMENT BOND REQUIREMENTS</b> This Bond applies to bids that exceed \$25,000 as stated in the Montgomery County Terms and Conditions.	
<b>INSURANCE INFORMATION</b>						
Required		✓		Required		✓
<b>X</b>	<b>WORKERS' COMPENSATION</b> Check if you are prepared to provide this after award, as required, if applicable			<b>X</b>	<b>ACTIVE VENDOR</b>  Check here only if your company has conducted business with Montgomery County within the past year; AND all current insurance certificates are on file at this time.	
<b>X</b>	<b>GENERAL LIABILITY AND AUTO</b> Check if you are prepared to provide this after award, as required, if applicable					

**It is the bidder's responsibility to be thoroughly familiar with all Bid Requirements and Specifications.**

## MONTGOMERY COUNTY BID SPECIFICATIONS

### BIDDING REQUIREMENTS:

Bidders shall fill out the following Bid Form in its entirety. Failure to do so may result in bid disqualification.

- (1) **BIDDERS MUST SUBMIT NUMBER OF COPIES PER THE INVITATION TO BID.**
- (2) **BIDDERS MUST FILL IN AND SIGN THE ATTACHED CONTRACT. IF MONTGOMERY COUNTY HAS A COPY OF BIDDER'S ASSUMED NAME CERTIFICATE, DBA (DOING BUSINESS AS) CERTIFICATE, OR CORPORATE CERTIFICATE, THEN BIDDER MAY DISREGARD THE ACKNOWLEDGEMENTS THAT FOLLOW THE CONTRACT. IN ORDER FOR YOUR BID TO MEET MONTGOMERY COUNTY BID REQUIREMENTS, THE COUNTY MUST HAVE IN OUR RECORDS THE ABOVE MENTIONED CERTIFICATES.**
- (3) **NO BID WILL BE ACCEPTED AFTER THE SPECIFIED DUE DATE AND TIME.**
- (4) **PRICES WILL REMAIN FIRM FOR THE DURATION OF THIS CONTRACT. PRICES SHALL BE ALL INCLUSIVE. ANY PRICE NOT SHOWN ON THIS CONTRACT WILL NOT BE HONORED FOR PAYMENT WHEN SUBMITTED BY VENDOR.**
- (5) **MONTGOMERY COUNTY RETAINS THE RIGHT TO CANCEL IMMEDIATELY ANY AGREEMENT BETWEEN THE PARTIES HERETO, SHOULD GOODS, MATERIALS, OR SERVICES SUPPLIED BY THE BIDDER NOT MEET SPECIFICATIONS.**
- (6) **MONTGOMERY COUNTY MAY REQUEST BIDDER TO PROVIDE, BEFORE AWARD, CERTIFICATES OF INSURANCE RELATING TO THE FOLLOWING CATEGORIES OF INSURANCE, IF REQUIRED BY LAW.**
  - A) **WORKERS' COMPENSATION**
  - B) **COMPREHENSIVE GENERAL LIABILITY INSURANCE**
  - C) **AUTOMOBILE LIABILITY INSURANCE**
- (7) **VENDOR AWARDED CONTRACT SHALL BE REQUIRED TO SUBMIT A LIST OF ALL SUBCONTRACTORS.**

**THE COMMISSIONERS' COURT OF MONTGOMERY COUNTY RESERVES THE RIGHT TO AWARD THIS CONTRACT TO THE BIDDER WHO PROVIDES THE LOWEST, BEST, AND MOST RESPONSIVE BID, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALTERNATE BIDS WILL NOT BE ACCEPTED. THE COMMISSIONERS' COURT FURTHER RESERVES THE RIGHT TO WAIVE ANY FORMALITY OR IRREGULARITY, TO REJECT ALL BIDS, OR REQUIRE NEW BIDS, IF IN THE BEST INTEREST OF THE COUNTY. BY LAW, MONTGOMERY COUNTY IS NOT OBLIGATED TO ACCEPT A NON-COMPLIANT LOW BID.**

**ALL MONTGOMERY COUNTY STANDARD TERMS AND CONDITIONS WILL APPLY UNLESS SPECIFICALLY ADDRESSED IN THIS INVITATION TO BID.**

**MONTGOMERY COUNTY RESERVES THE RIGHT TO MAKE AN AWARD ON AN "ALL OR NONE" BASIS.**

**Failure or inability to adhere to any of the preceding requirements may serve as the basis for Bid disqualification.**

**SPECIAL NOTE**

**THE GENERAL CONTRACTOR SHALL PROVIDE A LIST OF SUBCONTRACTORS, INCLUDING NAME AND PHONE NUMBER, AFTER THE AWARD OF THE CONTRACT AND PRIOR TO THE COMMENCEMENT OF WORK. THIS LIST SHALL BE DELIVERED TO THE FOLLOWING:**

**MONTGOMERY COUNTY PURCHASING DEPARTMENT  
501 N. THOMPSON, SUITE 405  
CONROE, TEXAS 77301**

## **NOTICE TO ALL BIDDERS**

Texas Department of Insurance – Division of Workers’ Compensation (DWC) has adopted amended Rule 28 TAC §110.110 required notices of coverage with all solicitations advertised after November 24, 2015.

The DWC has stated that it is aware that statutory requirements for Workers’ Compensation Insurance Coverage are not being met. Rule §110.110 is designed to achieve compliance from both Contractor and governmental entities. **This affects both of us on this project.**

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage, may subject the Contractor(s) or other persons providing services on this project to legal penalties. **This affects your Subcontractors.**

Please read carefully and prepare your Bid/Proposal in full compliance to DWC Rule §110.110. Failure to provide the required certificates, upon submission of a Bid/Proposal, could result in your Bid/Proposal being declared “Non-Responsive”.

According to DWC, “This rule does not create any duty or burden on anyone which the law does not establish.” **Therefore, the County should not experience any increase in cost because of the need to comply with the Texas Workers’ Compensation Laws.**

Gilbert D. Jalomo, Jr., CPPB  
County Purchasing Agent





**WHEREFORE**, premises considered, County hereby executes this agreement on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**MONTGOMERY COUNTY, TEXAS:**

**CONTRACTOR:**

\_\_\_\_\_  
Signed Name

\_\_\_\_\_  
Signed Name

Craig Doyal, County Judge  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

If this contract is with a corporation, it must be executed by an officer thereof hereunto duly authorized, and the seal of the corporation impressed.

Attest:

\_\_\_\_\_  
County Clerk

**FUNDING OUT  
(If Applicable)**

It is expressly understood and agreed that County has available the total maximum sum of funds hereinafter certified available by the County Auditor of County for the purposes of satisfying County's obligations under the terms and provisions of this agreement; that notwithstanding anything to the contrary or that may be construed to the contrary, the liability of County is limited to said sum, plus additional amounts of funds from time to time certified available for the purpose of satisfying the County's obligations under the terms and provisions of this agreement, the sole and exclusive remedy of Offeror shall be to take possession of any goods or materials and to terminate this agreement.

**AUDITOR'S CERTIFICATION**

I do hereby certify that funds are available sufficient to pay the obligation of Montgomery County under and within the foregoing Agreement.

\_\_\_\_\_  
County Auditor  
Montgomery County, Texas

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT**

**CORPORATE**

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, this day \_\_\_\_\_ personally appeared known to me to be the \_\_\_\_\_ of the \_\_\_\_\_ Corporation, who being by me first duly sworn, deposed and said that he/she had executed the above and foregoing Document in the capacity stated as the authorized act and deed of said Corporation.

\_\_\_\_\_  
NOTARY PUBLIC

Printed Name \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**PARTNERSHIP**

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_, a General Partner of the \_\_\_\_\_ Partnership, who being by me first duly sworn, deposed and said that he/she had executed the above and foregoing Document in the capacity stated as the authorized act and deed of said Partnership.

\_\_\_\_\_  
NOTARY PUBLIC

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

Commission Expires: \_\_\_\_\_

**ACKNOWLEDGMENT CONTINUED**

**INDIVIDUAL OR SOLE PROPRIETORSHIP**

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_,  
an individual doing business as \_\_\_\_\_, who being by me first duly sworn,  
deposed and said that he/she had executed the above and foregoing Document in the capacity  
stated and for the purposes and consideration set forth therein.

\_\_\_\_\_  
NOTARY PUBLIC

Printed Name \_\_\_\_\_

Commission Expires \_\_\_\_\_

**\*(EXECUTE APPROPRIATE ACKNOWLEDGMENT FOR CORPORATION,  
PARTNERSHIP OR INDIVIDUAL CONTRACTOR.)**

**RESIDENCE CERTIFICATION**

In accordance with Chapter 2252 of the Government Code, the following will apply. The pertinent portion has been extracted and is as follows:

**Sec. 2252.001 DEFINITIONS**

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

**Sec. 2252.002 AWARD OF CONTRACT TO NONRESIDENT BIDDER**

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

- (1) the state in which the nonresident's principal place of business is located; or
- (2) a state in which the nonresident is a resident manufacturer.

I certify that \_\_\_\_\_  
COMPANY NAME

is a Resident Bidder as defined Government Code 2252 and our principal place of business is in \_\_\_\_\_ (City and State)

Signature: \_\_\_\_\_

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

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

I certify that \_\_\_\_\_  
COMPANY NAME

is a Nonresident Bidder as defined in Government Code 2252 and our principal place of business is in \_\_\_\_\_ (City and State)

Signature: \_\_\_\_\_

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

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

**VERIFICATION**

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

Before me, the undersigned authority, on this day personally appeared, \_\_\_\_\_, who being by me first duly sworn, deposed and said that he/she has executed the above and foregoing statements in the capacity stated, as the authorized act of Contractor and that every statement contained therein is within his/her personal knowledge and is true and correct.

Sworn to and signed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

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

Commission Expires: \_\_\_\_\_

**PAYMENT BOND**

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_ as Principal, and \_\_\_\_\_, authorized under the Laws of the State of Texas to act as Surety on Bonds for Principals, are held and firmly bound unto the County Judge of Montgomery County, Texas, and his duly qualified successors in office, in the penal sum of \_\_\_\_\_ \$ for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the County, dated the day of \_\_\_\_\_, 20\_\_\_\_, for construction of a Public Works Project, generally described as \_\_\_\_\_, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION TO THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect;

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said chapter to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the Plans, Specifications or Drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

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

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

The Name and Address of the Resident Agent of Surety is:

\_\_\_\_\_

*(Attach Power of Attorney evidencing Surety Signatory's authority to execute on behalf of Surety.)*

**PERFORMANCE BOND**

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_ as Principal, and \_\_\_\_\_, authorized under the Laws of the State of Texas to act as Surety on Bonds for Principals, are held and firmly bound unto the County Judge of Montgomery County, Texas, and his duly qualified successors in office, in the penal sum of \_\_\_\_\_ \$ for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Contract with the County, dated the day of \_\_\_\_\_, 20\_\_\_\_, for construction of a Public Works Project, generally described as \_\_\_\_\_, which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, and faithfully perform the work in accordance with the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise, it shall remain in full force and effect;

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said chapter to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the Plans, Specifications or Drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

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

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_

\_\_\_\_\_  
PHONE NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

The Name and Address of the Resident Agent of Surety is:

\_\_\_\_\_  
*(Attach Power of Attorney evidencing Surety Signatory's authority to execute on behalf of Surety.)*



**NON-COLLUSION AFFIDAVIT AND DEBARMENT CERTIFICATION**

**INDIVIDUAL DOING BUSINESS UNDER A CONTRACTOR NAME**

The prequalified Bidder being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of "free competitive bidding" in connection with any Bid or contract, and that the prequalified Bidder intends to do the work with his own bonafide employees or subcontractors and will not submit a Bid for the benefit of another Contractor.

By submitting this non-collusion affidavit, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

**SIGNATURE OF PREQUALIFIED BIDDER**

**Name of Prequalified Bidder**

\_\_\_\_\_   
 Print or type individual name

**Trading and doing business as**

\_\_\_\_\_   
 Print or type Contractor name

\_\_\_\_\_   
 Address as Prequalified

\_\_\_\_\_   
 Witness

\_\_\_\_\_   
 Signature of Prequalified Bidder, Individually

\_\_\_\_\_   
 Print or type witness' name

\_\_\_\_\_   
 Print or type signer's name

**AFFIDAVIT MUST BE NOTARIZED**

**NOTARY SEAL**

Subscribed and sworn to before me this the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_   
 Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT AND DEBARMENT CERTIFICATION**

*CONTINUED*

**CORPORATE ENTITIES DOING BUSINESS UNDER A CONTRACTOR NAME**

The prequalified Bidder being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of "free competitive bidding" in connection with any Bid or contract, and that the prequalified Bidder intends to do the work with his own bonafide employees or subcontractors and will not submit a Bid for the benefit of another Contractor.

By submitting this non-collusion affidavit, the Contractor is certifying his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

**SIGNATURE OF PREQUALIFIED BIDDER**

**Name of Prequalified Bidder**

\_\_\_\_\_  
Print or type Corporate name

**Trading and doing business as**

\_\_\_\_\_  
Print or type Contractor name

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Prequalified Bidder, Individually

\_\_\_\_\_  
Print or type witness' name

\_\_\_\_\_  
Print or type signer's name

**AFFIDAVIT MUST BE NOTARIZED**

**NOTARY SEAL**

Subscribed and sworn to before me this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**CHANGE ORDER NO.** \_\_\_\_\_

**PURCHASE ORDER NO.** \_\_\_\_\_

**PROJECT:** \_\_\_\_\_

**CONTRACTOR:** \_\_\_\_\_

Contractor is directed by County to make the following changes to the Contract Documents.

**DESCRIPTION OF CHANGES:** \_\_\_\_\_

**ATTACHMENTS: (List Supporting Documents)** \_\_\_\_\_

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**CHANGE IN CONTRACT PRICE**

**CHANGE IN CONTRACT TIME**

1.	Original price:	\$ _____	Original Time:	_____ Days
2.	Total of prior change orders:	\$ _____	Total of prior change orders:	_____ Days
3.	Total price prior to current change order:	\$ _____	Total time prior to current change order:	_____ Days
4.	Total of current change order:	\$ _____	Total of current change order:	_____ Days
5.	New price resulting from current change order:	\$ _____	New time resulting from current change order:	_____ Days

---

---

**AGREED BY:**

**CONTRACTOR:** \_\_\_\_\_

*COMPANY NAME*

**SIGNATURE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

---

---

**DO NOT WRITE BELOW THIS LINE**

**APPROVED:** \_\_\_\_\_

MONTGOMERY COUNTY CONTRACT REPRESENTATIVE

**CONTRACTOR ACKNOWLEDGEMENT OF STORMWATER MANAGEMENT PROGRAM**

I hereby acknowledge that I am aware of the Storm water Management Program and have been provided an opportunity to review, inspect, or provided a copy of the standard operating procedures developed by Montgomery County, in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Montgomery County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, storm water inlets, drainage ditches or any portion of the drainage system.

The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities (except those materials resulting from ditch mowing or maintenance activities);
2. Herbicides, pesticides and/or fertilizers (except those intended for aquatic use);
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids;
4. Other hazardous materials, including paints, thinners, chemicals or related waste materials;
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash water;
6. Sanitary waste, trash, debris, or other waste products;
7. Wastewater from wet saw machinery; and
8. Other pollutants that degrade water quality or pose a threat to human health or the environment

Furthermore, I agree to notify Montgomery County immediately of any issue caused by, or identified by \_\_\_\_\_ (Contractor) that is believed to be an immediate threat to human health or the environment.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

Project \_\_\_\_\_

Job No. \_\_\_\_\_

On receipt by the signer of this document of a check from \_\_\_\_\_ (maker of check) in the sum of \$\_\_\_\_\_ payable to \_\_\_\_\_ (payee(s) of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic’s lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer’s position that the signer has on the property of MONTGOMERY COUNTY (owner) located at \_\_\_\_\_ (location) to the following extent: \_\_\_\_\_ (job description).

This release covers a progress payment for all labor, services, equipment, and/or materials furnished to the property or to \_\_\_\_\_ (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer’s laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date \_\_\_\_\_

\_\_\_\_\_ (Company name)

By \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Title)

Sworn to and subscribed before me by on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for The State of Texas  
My commission expires: \_\_\_\_\_

**CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

Project \_\_\_\_\_

Job No. \_\_\_\_\_

On receipt by the signer of this document of a check from \_\_\_\_\_ (maker of check) in the sum of \$\_\_\_\_\_ payable to \_\_\_\_\_ (payee(s) of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of MONTGOMERY COUNTY (owner) located at \_\_\_\_\_ (location) to the following extent: \_\_\_\_\_ (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to \_\_\_\_\_ (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date \_\_\_\_\_

\_\_\_\_\_ (Company name)

By \_\_\_\_\_ (Signature)

\_\_\_\_\_ (Title)

Sworn to and subscribed before me by on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for The State of Texas  
My commission expires: \_\_\_\_\_

**SPECIAL PROVISION**  
**PREVAILING WAGE RATE**

This is a "Public Work Project" within the meaning of Chapter 2258, Texas Government Code. The Commissioners' Court of Montgomery County has ascertained that the rates set out in the Federal Davis Bacon Wage Determinations hereby constitute the general prevailing rate of "per diem" wages for the work classifications set out in such Schedule for the general locality of Montgomery County, Texas. Such Schedule sets forth the prevailing wage rate for each craft or type of worker, which includes, by definition, a laborer or mechanic considered necessary to perform the work.

A schedule of the current rates can be found in the link provided below and are included herein.

The Contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022, Texas Government Code, to a worker employed by it in the execution of the contract. A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60.00 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract. Such forfeiture shall be made in accordance with the provisions of Chapter 2258, Texas Government Code. A worker employed on a public works project by or on behalf of the state or a political subdivision of the state shall be paid (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

In accordance with Section 2258.024, Texas Government Code, the contractor and subcontractor shall keep a record showing: (1) the name and occupation of each worker employed by contractor or subcontractor in the construction of the public work; and (2) the actual per diem wages paid to each worker. The record shall be open at all reasonable hours to inspection by the officers and agents of the public body (i.e. Montgomery County, Texas).

<http://www.wdol.gov>

**Note:**

**This project does not fall under the Davis Bacon Act.**





PAINTER (Structures).....\$ 18.62

POWER EQUIPMENT OPERATOR:

- Asphalt Distributor.....\$ 14.06
- Asphalt Paving Machine.....\$ 14.32
- Broom or Sweeper.....\$ 12.68
- Concrete Pavement Finishing Machine.....\$ 13.07
- Concrete Paving, Curing, Float, Texturing Machine...\$ 11.71
- Concrete Saw.....\$ 13.99
- Crane, Hydraulic 80 Tons or less.....\$ 13.86
- Crane, Lattice boom 80 tons or less.....\$ 14.97
- Crane, Lattice boom over 80 Tons.....\$ 15.80
- Crawler Tractor.....\$ 13.68
- Excavator, 50,000 pounds or less.....\$ 12.71
- Excavator, Over 50,000 pounds.....\$ 14.53
- Foundation Drill, Crawler Mounted.....\$ 17.43
- Foundation Drill, Truck Mounted.....\$ 15.89
- Front End Loader 3 CY or Less.....\$ 13.32
- Front End Loader, Over 3 CY.\$ 13.17
- Loader/Backhoe.....\$ 14.29
- Mechanic.....\$ 16.96
- Milling Machine.....\$ 13.53
- Motor Grader, Fine Grade...\$ 15.69
- Motor Grader, Rough.....\$ 14.23
- Off Road Hauler.....\$ 14.60
- Pavement Marking Machine...\$ 11.18
- Piledriver.....\$ 14.95
- Roller, Asphalt.....\$ 11.95
- Roller, Other.....\$ 11.57
- Scraper.....\$ 13.47
- Spreader Box.....\$ 13.58

Servicer.....\$ 13.97

Steel Worker

- Reinforcing Steel.....\$ 15.15
- Structural Steel Welder....\$ 12.85
- Structural Steel.....\$ 14.39

TRUCK DRIVER

- Low Boy Float.....\$ 16.03
- Single Axle.....\$ 11.46
- Single or Tandem Axle Dump..\$ 11.48
- Tandem Axle Tractor w/Semi Trailer.....\$ 12.27

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the E0, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the E0 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

# MONTGOMERY COUNTY GENERAL PROVISIONS

## SECTION 1 DEFINITION OF TERMS

Whenever the following terms are used in these General Provisions, Contract and Bond, the intent and meaning shall be interpreted as follows:

- 1.1 **Bid**: The written offer made on the prescribed form by the bidder to furnish the materials or equipment or to perform the work or services proposed.
- 1.2 **Bid Bond**: The deposit designated to be made by the bidder, which is to accompany his bid as a guaranty of good faith to enter into a written contract, and to be submitted as bond if the contract is awarded to him.
- 1.3 **Commissioners' Court**: The Commissioners' Court of Montgomery County, Texas.
- 1.4 **Contract**: The written agreement between County and the contractor covering the performance of work or services or the furnishing of materials, supplies, or equipment, as proposed. The contract shall include the Notice to Bidders, contractor's bid, these General Provisions, Special Provisions, Technical Provisions, including the plans and specifications, contractor's Performance and Payment Bonds and all supplemental agreements, which are required to complete the performance of the work in a substantial and acceptable manner.
- 1.5 **Contractor**: The individual, firm or corporation with whom a contract is made.
- 1.6 **County**: Montgomery County, Texas, a political subdivision of the State of Texas.
- 1.7 **County Auditor**: The county auditor of Montgomery County, Texas.
- 1.8 **County Purchasing Agent**: The Purchasing Agent of Montgomery County, Texas.
- 1.9 **Engineer**: The County Engineer of Montgomery County, Texas.
- 1.10 **Inspector**: The authorized representative of the Engineer assigned to make detailed inspection of any or all portions of the work and materials or equipment involved in this contract.
- 1.11 **Payment Bond**: The guaranty given by contractor to secure payment of all claims for labor or materials supplied in connection with the performance of the work.
- 1.12 **Performance Bond**: The guaranty given by contractor to secure performance of the work in compliance with the contract.
- 1.13 **Plans**: The officially approved plans, profiles, typical cross-sections, working drawings, and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions, and details of the work or services to be performed or the materials or equipment to be furnished, which plans are considered as a part of the contract.

- 1.14 **Specifications:** The directions, provisions, and requirements pertaining to the method and manner of performing the work or services or to quantities and qualities of materials, supplies, or equipment to be furnished under the contract.

## **SECTION 2** **INSTRUCTIONS TO BIDDERS**

- 2.1 **Bid Documents:** Upon request, the Purchasing Agent shall furnish interested bidders with bid documents, including a contract, plans, specifications and a bid form. The bid documents will state the location and description of the proposed work.

The Bid Form may specify lump sum bidding or unit prices.

Where unit prices are requested, the Bid Form will include an appropriate estimate of the various quantities and kinds of work to be performed or materials to be furnished. Estimates of quantity will be used for comparison of bids only. Payment to the Contractor will be based upon actual quantities purchased.

When materials or equipment are specified by a trade or brand name, it is not the intention of County to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. Items identified by a manufacturer's name and model designation, or their equal, shall be complete in every respect and shall be provided as specified. To qualify an item as equal to that specified the bidder shall submit evidence that the material is equal in quality, workmanship, appearance, finish and all other characteristics, as specified by the named manufacturer.

- 2.2 **Examination of Bid Documents and Site of Work:** Before submitting a bid, the bidder shall examine carefully all bid documents, including the form of the contract to be executed. He shall examine the site of work and satisfy himself as to the conditions which will be encountered relating to the character, quality, and quantity of work to be performed and materials to be furnished. The submission of a bid by bidder shall be conclusive evidence that he has complied with these requirements.

Claims for additional compensation due to variations between conditions actually encountered in construction and as indicated by the Bid Documents will not be allowed.

- 2.3 **Preparation of Bid:** The bidder shall submit his bid on the Bid Form furnished by the County. Both the Bid Form and the prescribed contract shall be executed and delivered to the Purchasing Agent at the place and time specified in the Notice to Bidders. Such documents shall be executed with ink in the complete and correct name of the individual, firm, corporation, or combination thereof, making the bid, and shall be signed by a person or persons authorized to bind the bidder. Original bid shall be clearly marked “ORIGINAL” and contain all original signatures. All bids must be submitted to the Purchasing Agent in a sealed envelope, prominently marked with the project number and title specified in the "Notice to Bidders" and bearing the notation:

**DO NOT OPEN IN MAIL ROOM**

- 2.4 **Bid Bond:** If the contract is for the construction of Public Works, including, but not limited to, the construction, alteration, or repair of any public building, bridge, road, or like improvement, bidder shall submit a bid bond in the amount of (5%) of the bid amount. County may, by special provision, require submission of a bid bond in the amount of (5%) of the bid amount for any other contract where the bid amount shall exceed \$100,000.00. Commissioners' Court also has the option to require a bid bond in the amount of 5% of the bid amount if the total bid amount is less than \$100,000.00. Where required, the bid bond shall accompany submission of the bid and must be executed by a corporate surety authorized to do business in the State of Texas.
- 2.5 **Statement of Qualifications:** The bidder shall submit with his bid a Qualification Statement on the form prescribed by these General Provisions. Bidder's qualifications shall be an evaluation factor in determining award of the contract.
- 2.6 **Withdrawal of Bid:** A bidder may withdraw his bid, without penalty, by making written request delivered to the Purchasing Agent prior to the time fixed for the opening of bids.
- 2.7 **Public Opening of Bids:** Bids will be opened and read publicly at the time and place indicated in the Notice to Bidders. However, County reserves the right to extend the time for opening in the manner provided by law as stated in Texas Local Government Code, Section 262.026.
- 2.8 **Addenda:** Any interpretations, corrections, or changes to this Invitation to Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested by Montgomery County Purchasing Agent. Addenda will be mailed or faxed to all who are known to have received a copy of this Invitation to Bid. Bidders shall acknowledge receipt of all addenda, by faxing the signature page back or by mailing in the signature page with the Invitation to Bid.
- 2.9 **Use of Local Subcontractors and Suppliers:** It is the intention of the County that local businesses to be given every consideration and opportunity to provide services and materials for this project. Contractors submitting bids for this project are encouraged to use local businesses wherever possible, but not to the extent that their participation will result in the contractor's bid not being competitive.
- 2.10 **Conflict of Interest:** Potential bidders/proposers are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose:
- (A) an employment or other business relationship with a local government officer of the County, or a family member of the officer that results in the officer or family member receiving taxable income; or
  - (B) any gift or gifts to a local government officer of the County, or a family member of the officer, that have an aggregate value of more than \$100 (one hundred dollars) during the preceding twelve month period. Gifts of food, lodging, transportation, or entertainment, which an officer or family member accepted as a guest, need not be disclosed.

- 2.11 Confidentiality:** Any material requested to be considered as **CONFIDENTIAL** in nature must be placed in a separate envelope clearly marked **CONFIDENTIAL**; provided, such material will be treated as confidential by Montgomery County only to the extent allowable in the Government Code, Chapter 552 of the Public Information Act and except where required by Court with competent jurisdiction to release information. If items are not placed in an envelope and marked **CONFIDENTIAL**, Montgomery County will not be liable for disclosing the information.
- 2.12 Scanned Or Re-Typed Response:** If in its response, offeror either electronically scans, re-types or in some way reproduces the County's published bid package, then in the event of any conflict between the terms and provisions of the County's published bid package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's bid package *as published* shall control. Furthermore, if an alteration of any kind to the County's published bid package is only discovered after the contract is executed and is not being performed; the contract is subject to immediate cancellation.
- 2.13 Digital Format:** If offeror obtained the bid specifications in digital format in order to prepare a response, *the bid must be submitted in hard copy* according to instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specifications *as published* shall control. Furthermore, if an alteration of any kind to the County's published bid package is only discovered after the contract is executed and is not being performed; the contract is subject to immediate cancellation
- 2.14 Disclosure Of Interested Parties:** Per Government Code, Statute §2252.908, effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties" by the participating vendor. Form 1295 is also required for any and all contract amendments, extensions or renewals. Vendors are required to visit the Texas Ethics Commissions (TEC) website ([https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)) and file a 1295 Certificate. After filing the form with TEC, it must be printed, signed and notarized and included with the bid/proposal submission.

### **SECTION 3**

#### **AWARD AND EXECUTION OF CONTRACT**

- 3.1 Award of Contract:** Award of the Contract shall be made to the responsible Bidder who submits the lowest and best bid. However, County reserves the right to waive any formality or irregularity, to make awards of a portion of the work only, to make awards to more than one Bidder, to reject all bids or require new bids, if in the best interest of County. County shall execute the Contract upon award of the bid.
- Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:
1. The Bidder being interested in any litigation between both parties.
  2. The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
  3. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.



4. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.

**3.2 Return of Bid Bond:** The bid bond of the three lowest bidders will be retained until after award and execution of the Contract and delivery of all required Performance and Payment Bonds, whereupon, such bid bonds may be returned.

**3.3 Performance and Payment Bonds and Certificates of Insurance:** The form of the required bonds is prescribed by County and accompanies these General Provisions. Specific insurance coverages are also required as prescribed herein. The bidder to whom an award is made shall, within twenty (20) days of the date of award, execute and deliver to the Purchasing Agent a Performance Bond and a Payment Bond, each in the full amount of the contract price, as well as Certificates of Insurance evidencing the prescribed coverages.

If the contract is for the construction of Public Works, including, but not limited to the construction, alteration, or repair of any public building, bridge, road or like improvement, and the contract price shall exceed the sum of \$100,000.00, the successful bidder may be required to submit a **Performance Bond** conditioned upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. County may, by special provision, require the submission of a performance bond for any other contract where the contract price shall exceed the sum of \$50,000.00. Commissioners' Court also has the option to require a performance bond for any other contract where the contract price is less than the sum of \$50,000.00. Where required, the performance bond shall be submitted by the successful bidder within twenty (20) days of the award of the bid. Performance bonds shall be in an amount equal to the contract price and must be executed by a corporate surety authorized to do business in the State of Texas.

If the contract is for the construction of Public Works, including, but not limited to the construction, alteration or repair of any public building, bridge, road or like improvement, and contract price shall exceed the sum of \$25,000.00, the successful bidder shall be required to submit a **Payment Bond** for the protection of all claimants supplying labor or materials in connection with the prosecution of the work provided for in the contract. Where required, the payment bond shall be submitted by the successful bidder within twenty (20) days of the award of the bid. Payment bonds shall be in an amount equal to the contract price and must be executed by a corporate surety authorized to do business in the State of Texas.

**3.4 Failure to Deliver Bonds or Certificates of Insurance:** Should the bidder to whom the contract is awarded refuse or neglect to execute and deliver the required performance and payment bonds or Certificate of Insurance to the Purchasing Agent within twenty (20) days of the date of award, then the bid bond of such bidder shall be forfeited and all such funds secured thereby shall become the property of County as liquidated damages.

**3.5 Notice to Proceed:** The contractor shall not begin the work until so authorized in writing by the Engineer or by receipt of a purchase order indicating notice to proceed, and shall then commence prosecution of the work within seventy-two (72) hours of receipt of such notice to proceed, unless otherwise approved by Montgomery County.

- 3.6 **Additional Provisions:** The general contractor has assumed the risk of costs increases and the effects of shortages or lack of availability of materials, energy, goods and labor, and neither the price nor schedule for performance and completion of the work shall be subject to adjustment should any of these risks arise.

## **SECTION 4** **INSURANCE AND INDEMNIFICATION**

### **4.1 CERTIFICATES OF INSURANCE**

All contractors must submit, with document, current Certificates of Insurance indicating coverages in the amounts stated below. In lieu of submitting a Certificate of Insurance, contractors may submit, with a notarized, statement from an Insurance Company, authorized to conduct business in the State of Texas, and acceptable to Montgomery County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide current insurance certificate or notarized statement may result in disqualification.

#### **1. Worker's Compensation – Statutory Employers Liability**

- \$1,000,000 E.L. Each Accident
- \$1,000,000 E.L. Each Employee
- \$1,000,000 E.L. Disease Policy Limit

The following information is provided in accordance with Title 28, Section 110.110 of the Texas Administrative Code:

#### A. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor /person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
  - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

- (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (4) obtain from each other person with whom it contracts, and provide to the contractor:
    - (a) a certificate of coverage, prior to the other person beginning work on the project; and
    - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (6) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - (7) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (8) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the division. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

**2. Comprehensive General Liability Insurance, including Contractor's protective liability:**

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate (per project)  
\$1,000,000 Products/ Completed Operations  
\$1,000,000 Personal Advertising & Injury  
\$ 500,000 Damage to Rented Premises  
\$ 5,000 Medical Expense (Any One Person)

Special provisions – 30 Day Notice of Cancellation for material change.

The policy shall specifically include:

- A. XCU Coverage (Explosion, Collapse, Underground or Tunneling Coverage)
  - B. Completed Operations Coverage for a period of one (1) year from the date of final completion of the work
  - C. Contractual Liability Coverage
- 3. Automobile Liability Insurance, including coverage for owned, non-owned and hired vehicles, with minimum limits of not less than \$1,000,000 Combined Single Limit (Bodily Injury including property damage).**

County shall be included as an "Additional Insured" by endorsement to policies issued for coverages listed in 2 and 3 above. A "Waiver of Subrogation Endorsement" in favor of County shall be a part of each policy for coverage listed all sections above.

Contractor shall be responsible for any deductions or exclusions stated in the policy.

This insurance coverage must insure against claims of third parties who go upon or wander upon the work site at any time and suffer injury or property loss, or who suffer any injury or property loss as a result of the contractor's performance of the contract.

**4.2 INDEMNIFICATION: CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS COUNTY AND ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM ALL SUITS, ACTIONS OR CLAIMS OF ANY CHARACTER BROUGHT BECAUSE OF ANY INJURIES OR DAMAGE RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS OR PROPERTY ON ACCOUNT OF THE OPERATIONS OF CONTRACTOR; OR ON ACCOUNT OF, OR IN CONSEQUENCE OF, ANY NEGLIGENCE IN SAFEGUARDING THE WORK; OR THROUGH USE OF DEFECTIVE MATERIALS IN CONSTRUCTING THE WORK; OR BECAUSE OF ANY ACT OR OMISSION, NEGLIGENCE, OR MISCONDUCT OF SAID CONTRACTOR; OR BECAUSE OF ANY ACT OR CLAIMS OR AMOUNTS RECOVERED FROM ANY INFRINGEMENTS OF PATENT, TRADEMARK, OR COPYRIGHT; OR FROM ANY CLAIMS OR AMOUNTS ARISING OR RECOVERED UNDER THE "WORKERS' COMPENSATION ACT" OR ANY OTHER LAW, ORDINANCE, ORDER, OR DECREE. MONEY DUE CONTRACTOR UNDER AND BY VIRTUE OF HIS**

**CONTRACT, AS MAY BE CONSIDERED NECESSARY BY COUNTY FOR SUCH PURPOSE, MAY BE RETAINED FOR THE USE OF COUNTY, OR, IN CASE NO MONEY IS DUE, HIS SURETY MAY BE HELD UNTIL SUCH SUIT OR SUITS, ACTION OR ACTIONS, CLAIM OR CLAIMS FOR INJURIES OR DAMAGES AS AFORESAID SHALL HAVE BEEN SETTLED.**

**SECTION 5**  
**PREVAILING WAGE RATE**

**5.1 Establishment of Prevailing Wage Rate:** This is a "Public Works Project" within the meaning of Chapter 2258, Vernon's Annotated Civil Statutes, Government Code. The Commissioners' Court of Montgomery County has ascertained that the rates set out in the Federal Davis Bacon Wage Determinations hereby constitute the general prevailing rate of "per diem" wages for the work classifications set out in such Schedule for the general locality of Montgomery County, Texas. Such Schedule sets forth the prevailing wage rate for each craft or type of worker, which includes, by definition, a laborer or mechanic considered necessary to perform the work.

**2258.021 Right to be Paid Prevailing Wage Rates**

*(a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:*

*(1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and*

*(2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.*

*(b) Subsection (a) does not apply to maintenance work.*

*(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.*

**5.2 Penalty:**

**2258.023 Prevailing Wage Rates to be Paid by Contractor and Subcontractor; Penalty**

*(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.*

*(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.*

(c) *A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.*

(d) *The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.*

(e) *A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.*

### **2258.051 Duty of Public Body to Hear Complaints and Withhold Payment**

*A public body awarding a contract, and an agent or officer of the public body, shall:*

*(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and*

*(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.*

Current prevailing wage rates are incorporated in the contract documents as attached.

- 5.3. Maintenance of Payroll Records:** In accordance with Section 2258.024, Vernon's Annotated Civil Statutes, Government Code, the contractor and subcontractor shall keep a record showing: (1) the name and occupation of each worker employed by the contractor or subcontractor in the construction of the public work; and (2) the actual per diem wages paid to each worker. The record shall be open at all reasonable hours to inspection by the officers and agents of the public body (i.e. Montgomery County, Texas).

## **SECTION 6** **AUTHORITY OF ENGINEER**

- 6.1 Authority of Engineer:** The Engineer is the County's representative during the construction period and shall be the initial interpreter of the contract documents, including all plans and specifications relating to the work. He shall evaluate the quality and acceptability of the materials furnished, work performed and the manner of performance and rate of progress of the work. He shall consult with County and make recommendations relating to payment of contract funds, the adjustment of contract work or time and the partial or final acceptance of the work, provided, however, such Engineer's authority to act on behalf of County shall be limited to that expressly granted herein. County shall issue all instructions to contractor through the Engineer, and contractor shall route all communication to County through the Engineer.
- 6.2 Rejection of Defective Work:** Engineer will have the authority to disapprove or reject defective work and to require special inspection or testing of the work to determine its compliance with the contract, plans and specifications, regardless of whether or not such work is fabricated, installed or completed.

- 6.3 Correction of Defective Work:** If required by the Engineer, Contractor shall promptly, as directed, either correct all defective work, whether or not fabricated, installed or completed, or, in the alternative, remove such work in its entirety and replace it with non-defective work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal.
- 6.4 Site Inspection:** Engineer will make visits to the work site at appropriate intervals to observe the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The Engineer's efforts shall be directed toward providing County a greater degree of confidence that the work conforms to the contract, plans and specifications endeavoring to guard County against defects or deficiencies in the work.
- 6.5 Temporary Suspension of Work:** The Engineer shall have the authority to suspend the work wholly or in part, for such period as they may deem necessary due to unsuitable weather or to such other conditions as are unfavorable for the prosecution of the work, or for such time as they may deem necessary due to the failure to make deliveries or failure to perform any provisions of the contract.
- 6.6 No Responsibility to Contractor:** Neither the Engineer's authority to act hereunder or any decision made by the Engineer in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility by the Engineer to contractor to any subcontractor, supplier, material men or surety.

## **SECTION 7** **PROSECUTION OF THE WORK**

- 7.1 Intent of Plans and Specifications:** The intent of the plans and/or specifications is to prescribe definite work or services to be undertaken, or materials, supplies or equipment to be furnished by the contractor. The contractor shall perform all earth work, construct all surface courses, and build all structures and incidental construction, all in accordance with the lines, grades, typical cross-sections, and dimensions shown on the plans. He shall furnish all items, materials, implements, machinery, equipment, tools, supplies, and labor necessary to the prosecution and completion of the contract.
- 7.2 Interpretation of Plans:** On all plans and drawings, the figured dimensions shall govern in case of discrepancy between the figured and scaled dimensions. The contractor shall take no advantage of any error or omission in these plans or specifications.
- 7.3 Special Provisions:** Should any construction work for conditions which are not covered by Standard Specifications be anticipated on any proposed work, special provisions for such work will be attached. Should any such special provisions conflict with these General Provisions, the special provisions shall govern.
- 7.4 Cooperation of Contractor:** The contractor will be supplied copies of the plans, specifications and special provisions and on the jobsite they shall have, at all times, one copy of each. The contractor shall give the work his constant attention to facilitate the progress thereof and shall cooperate with the Engineer in every way possible. The



contractor shall have on the Work Project at all times, regardless of how much of the work may be sublet, a competent and reliable English-speaking superintendent, authorized to receive orders and to act on their behalf.

The contractor shall give the Engineer at least thirty-six (36) hours' notice, in writing, before requiring stakes to be set on any new portion of the work, and he shall clearly state in such notice the exact location where such stakes are needed for immediate use.

The contractor shall give the Engineer full opportunity to inspect the work at all stages and where there have been any work stoppages, he shall give the Engineer at least twenty-four (24) hours' notice before resuming operations. Where any gas, water or other utility installations will be affected by the work to be carried out by the Contractor, he shall see that ample notice is given to the owners, operators or persons in charge to the end that the prosecution of the work under his contract shall not be delayed.

- 7.5 Materials and Workmanship:** The contractor shall submit samples or specimens of such materials to be furnished or used in the work as the Engineer may require. All materials must be of specified quality and equal to approved samples, and shall be stored so as to insure the preservation of their quality and fitness for the work. The Engineer may, at his discretion, make test cuts at any point to determine the character of material and workmanship and to check dimensions.

All materials not conforming to the requirements of these specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of the work, unless otherwise permitted by the Engineer. No rejected material, the defects of which have been subsequently corrected, shall be used until approval has been given by the Engineer. All work which has been rejected shall be remedied or removed and replaced in an acceptable manner by the contractor at his own expense, and no compensation shall be allowed him for such removal or replacement. Upon failure of the contractor to forthwith comply with any order of the Engineer made under the provisions of this article, the Engineer shall have authority to remove and replace defective material or work and to deduct the cost of removal and replacement from any monies due, or to become due, the contractor.

- 7.6 Unauthorized Work:** Work done without the lines and grade given, or shown on the plans, or any extra work done or changes made without written authority on the prescribed change order form, or without the approval by Certificate of the Auditor, will be considered unauthorized and at the expense of the contractor and will not be measured or paid for by the County. At the option of the County, work so done maybe ordered removed and replaced at the contractor's expense.

- 7.7 Detours:** Detours and temporary structures necessary for public travel during the prosecution of the work will be indicated in the plans, or provided for in the specifications, and the cost will be included in the bid and contract price. Any necessary detours or temporary structures not indicated in the plans or provided for in the specifications shall be at the expense of the contractor. Increased maintenance costs incidental to re-routing traffic over an established road, street or highway shall not be considered as a part of the cost of maintaining necessary detours to be paid by the contractor.

The contractor shall provide, at his expense, means of ingress and egress for residents along any closed section of the work, and shall provide property owners a means of access to a public road.

No bridge, culvert or drainage structure shall be closed until an adequate detour has been arranged and constructed. Suitable signs indicating "Road Closed" or "Detour" shall be erected by the contractor, at no expense to the County.

If, in the opinion of the Engineer, the contractor does not comply with the above requirements, such work as the Engineer may deem necessary to the comfort and safety of the traveling public may be performed, and the charges therefore withheld from any money due to the contractor on this or any other contract.

**7.8 Barricades, Warning Lights, and Signs:** Prior to closing any section of the project to traffic, the contractor shall furnish, erect and maintain, at no expense to the county, suitable barricades, warning signs, flares and red flags, as specified in the plans or as directed by the Engineer. At least three (3) flares or lights acceptable to the Engineer shall be placed at each barricade, one (1) at or near each end, and one (1) near the center-line of the roadway. All lights shall be kept burning from sunset to sunrise.

If, in the opinion of the Engineer, the barricades are insufficient to prevent traffic entering upon the closed section, then the contractor shall provide watchmen at points designated, for such periods as directed by the Engineer at no additional cost to the county.

If, in the opinion of the Engineer, the safety of local traffic entering the closed portions of the project is endangered, the contractor shall furnish and maintain such barricades, lights, or warning signs as the Engineer may direct to protect the work and safeguard traffic at no additional cost to the county.

Unless otherwise set forth in these specifications, the contractor shall receive no direct compensation for furnishing, erecting and maintaining the necessary barricades, lights, flares, signs or for any proper safety, convenience and direction of traffic, during the period prior to final inspection and acceptance by the county.

Contractor shall be completely responsible for traffic safety during performances of the contract, during work hours and after work hours.

**7.9 Laws to Be Observed:** The contractor is assumed to have made himself familiar with and at all times shall observe and comply with all federal, state, county and city laws, ordinances and regulations in any manner affecting the conduct of the work, and shall indemnify and save harmless the county and its representatives against any claim arising from the violation of any such laws, ordinances or regulations, by the contractor or by his employees.

**7.10 Permits and Licenses:** The contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of work.

**7.11 Patented Devices, Materials, and Processes:** If the contractor is required or desires to use any design, material or process covered by letters, patent or copyright, he shall provide

for such use by suitable legal agreement with the patentee or owner; and a copy of the agreement shall be filed with the county. If no such agreement is made or filed as noted, the contractor and the surety shall indemnify and save harmless the county from any and all claims of infringement.

**7.12 Sanitary Provisions:** The contractor shall provide and maintain in a neat, sanitary condition, at his expense, such accommodations for the use of his employees as may be necessary to comply with the requirements of any federal, state, county or city laws, ordinances or regulations.

**7.13 Use of Explosives:** No explosives shall be permitted unless prior approval is obtained in written form from Montgomery County Commissioners' Court.

**7.14 Preservation and Restoration of Property, Trees, and Monuments:** The contractor shall be responsible for the preservation of all public and private property, trees, monuments, etcetera, along and adjacent to the roadway, and shall use every precaution necessary to prevent damage to pipes, conduits and other underground structures, and shall protect carefully from disturbance or damage all land, monuments and property marks. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring same, or he shall make good such damage or injury in an acceptable manner. Certain trees and shrubs growing within the right of way shall be preserved in good condition by the contractor, at his expense, when designated in the specifications or by the Engineer. The contractor shall trim them to the extent and in the manner directed by the Engineer to remove traffic hazards.

**7.15 Responsibility for Damage or Claims:**

**A.** The contractor shall be responsible for all claims, suits or actions brought by any party or person for any personal injury or property damage of any kind which is suffered by any entity or person on, about or adjacent to the roadway and/or job site made the subject of this contract, during the pendency of the contract. Contractor's responsibility hereunder shall continue until the job is finally completed and the county releases and accepts the work as complete. Any claim not paid by the contractor shall be deducted from retainage; however, the contractor's responsibility is not limited merely to the amount of retainage held.

**B.** The contractor shall save harmless the county and all its representatives from all suits, actions or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work, or through the use of unacceptable materials in the construction of the improvement, or on account of any act or omission by the said contractor. He shall not be released from said responsibility until the roadway shall have been completed and accepted, and so much of the money due the said contractor under and by virtue of his contract may be retained by the county, or his surety may be held until such claims have been settled and suitable evidence to that effect is furnished to the county.

- 7.16 Contractor's Responsibility for Work:** Until the acceptance of the work, it shall be under the charge and care of the contractor. He shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any cause, whether arising from the execution or from the non-execution of the work. The contractor shall rebuild, repair, restore and make good, at his own expense, all injuries or damages to any portion of the work, before its completion and acceptance. The contractor will be required to maintain the road in first class condition until final acceptance. Whenever, in the opinion of the Engineer, any roadway, or portion thereof, is in acceptable condition for travel, it shall be opened to traffic as may be directed; and such opening shall not be held to be in any way an acceptance of the roadway, or any part of it, or as a waiver of any of the provisions of the plans, specifications, and contract. Necessary repairs or renewals made on any section of the roadway, due to its being opened to travel under instructions from the Engineer, to defective materials or work, natural causes, ordinary wear and tear, or otherwise, pending completion and acceptance of the roadway, shall be performed at the expense of the contractor.
- 7.17 Restoration of Surfaces Opened by Permit:** The contractor shall not allow anyone to make an opening in or under the surface of the road unless a duly authorized permit from or by the Engineer is presented. Until the acceptance of the work to be performed under the contract, the contractor shall make all necessary repairs in an acceptable manner at any point in the roadway where any opening has been made by due authority. The contractor shall be paid for such repair work by the party to whom the permit is issued.
- 7.18 Plans:** Plans will show, in detail, structures up to and including twenty (20) foot spans, lines, grades, typical cross-section improvement and general cross sections; plans also will show general features of bridges (over 20 foot span). Such supplementary bridge plans, shop details, working drawings and other data as are necessary shall be furnished by the contractor, but shall not be used prior to approval. Authorized alterations will be endorsed on approved plans or shown on supplementary sheets. Working drawings for steel structures shall consist of shop details, erection and other working plans showing details, dimensions, size of materials and other information necessary for the complete fabrication and erection of the metal work. Working drawings of concrete structures shall consist of such detailed plans as may reasonably be required for the successful prosecution of the work and which are not included in the plans furnished by the Engineer. These may include plans for false work, bracing, centering and form work, masonry layout diagrams and diagrams for bent reinforcement. It is expressly understood that the approval of the Engineer of the contractor's working drawings is general, and such approval will not relieve the contractor of any responsibility whatsoever. The contractor shall furnish the Engineer with such blueprint copies of the working drawings as may be required for approval and/or construction purposes; and, upon completion of the work, the original tracings, if required, shall be surrendered to the Engineer. The contract price shall include the cost of furnishing all working drawings at no additional cost to the county.
- 7.19 Construction Stakes:** Unless otherwise provided by special provisions, the contractor shall furnish and set construction stakes establishing lines, grades and benchmarks in sewers, buildings, road work and bridge work, and shall furnish the County Engineer with all necessary information relating to lines and grades. The contractor shall furnish all additional stakes, all templates, and other materials necessary for marking and maintaining points and lines given.

- 7.20 Inspection:** Inspectors shall be authorized to inspect all work done and all materials furnished. In cases of dispute arising between the contractor and the inspector as to materials furnished or the manner of performing the work, the inspector shall have authority to reject materials or to suspend work until the question at issue can be referred to, and decided by, the Engineer. The inspector shall not, however, be authorized to revoke, alter, enlarge, relax or release any requirements of these specifications. He shall, in no case, act as foreman or perform other duties for the contractor or interfere with the management of the work. Any advice which the inspector may give the contractor shall in no way be construed as binding the Engineer or the County or as releasing the contractor from the fulfillment of the terms of the contract.
- 7.21 Subletting or Assignment of Contract:** Before any work is sublet or assigned by the contractor, he shall apply to the Engineer in writing, giving a description of the work to be sublet, the name and address of the subcontractor, the amount, type, and condition of the equipment owned or leased by the subcontractor and available for the work, and the time required for completing the work. He shall also furnish the Engineer a statement from the subcontractor that he understands the plans and specifications and is properly qualified to perform such work. No subcontract will, in any way, affect the terms of the contract between the county and the contractor or relieve the contractor of any of his obligations thereunder.
- 7.22 Prosecution of Work:** The contractor shall notify the Engineer before beginning work. He shall start the work at the part of the road designated by the Engineer and shall prosecute the work at as many different points as the Engineer shall direct.
- 7.23 Limitations of Operations:** The contractor shall, at all times, conduct the work in such manner and in such sequence as will insure the least interference with traffic; and he shall have due regard to convenient detours. He shall not open up work to the prejudice of work already started, and, in this feature of the prosecution of the work, he shall be governed by the orders of the Engineer.
- 7.24 Character of Workmen and Equipment:** Any foreman or workman employed by the contractor or by any subcontractor who, in the opinion of the Engineer or his authorized representative, does not perform his work in a proper and skillful manner or is disrespectful, intemperate, disorderly, or otherwise objectionable, shall, at the written request of the Engineer, be forthwith discharged by the contractor or subcontractor employing such foreman or workman, and said foreman or workman shall not be employed again on any portion of the work without the written consent of the Engineer. Should the contractor fail to remove such person or persons, or fail to furnish suitable and sufficient machinery, equipment, or force for the proper prosecution of the work, the Engineer may withhold all estimates which are, or may become, due or may suspend the work until such orders are complied with. All workmen engaged in special work or skilled work, such as bituminous courses or mixtures, concrete bases, pavements, or structures, or in any trade, shall have had sufficient experience in such work so as to properly and satisfactorily perform it and operate the equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in these specifications.

Before any equipment will be allowed on the job, it shall be examined closely by the Engineer or his representative and, if found to be in such condition as would probably cause

a breakdown or delay, the contractor shall not be allowed to start operation with said equipment or close a section of the road until all defective parts are replaced and the Engineer is satisfied that causes of delays due to plant breakdown are at a minimum. Approval of equipment will not relieve the contractor of responsibility. No item of equipment or machinery, after once being placed on the work, shall be removed without the consent of the Engineer.

- 7.25 Suspension of Work:** The Engineer shall have the authority to suspend the work, wholly or in part, for such period as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he may deem necessary, due to the failure on the part of the contractor to carry out orders given, failure to make deliveries or failure to perform any provision of the contract.

## **SECTION 8** **ALTERATION OF CONTRACT**

- 8.1 Alteration of Price or Time:** No alteration of the contract, price, or time shall be made except by change order bearing the express written approval of County and executed prior to performance of any work or the provision of any materials contemplated by such change order. Claims for additional compensation for the performance of any work or the provision of any materials not covered by a change order will be denied.
- 8.2 Field Orders:** Engineer may authorize minor variations in the work which do not involve an adjustment in contract price or time and are consistent with the overall intent of the contract documents. Such minor variations may be accomplished by a field order issued by the Engineer. If the contractor believes a field order justifies a change in contract time or price, he shall, within seventy-two (72) hours of receipt of such Field Order, prepare and submit to Engineer an appropriate Change Order for Presentation to County. County's determination, with respect to such Change Order, shall be deemed final. Failure by Contractor to submit such claim within the period of time, and in the manner prescribed herein, shall be deemed a waiver by Contractor of any such claim.
- 8.3 Change Orders:** Change Orders shall be executed by County and shall apply only to alterations which are for work within the general scope of the Contract as originally executed. All Change Orders shall be prepared upon the prescribed form accompanying these General Requirements. Change Orders shall be required where the actual quantities of material or labor necessary for completion of the work exceeds the estimated quantities set forth in the Bid Specifications, or where acceptable completion of the work requires material or labor not provided for in the Bid Specifications or a prior Change Order. Where Change Order work is covered by unit prices contained in Contractors bid or in a prior Change Order not disputed by Contractor, then the value of such material or labor shall be determined by application of such previously established unit prices, and Contractor shall accept payment at such prices for the accepted quantities of work. Where Change Order work is not covered by a previously established unit price, then the value of any required materials or labor shall, if possible, be based upon mutual agreement between County and Contractor, provided, however, County reserves the right to require, and Contractor agrees to perform, such work in the absence of mutual agreement with the value thereof to be determined as Force Account work.

**8.4 Change in the Work:** The **maximum** allowance for overhead and profit combined, included in the total cost of Owner, shall be based on the following schedule:

- For Contractor, for any work performed by his own forces, 15% of the cost;
- For each subcontractor involved, work performed by his own forces, 15% of the cost;
- For Contractor, for work performed by his subcontractor, 5% of the amount due the subcontractor.

**IN NO CASE SHALL THE RATES FOR CHANGES IN THE WORK SHOWN ON THE BID FORM EXCEED THOSE SHOWN ABOVE.**

Cost shall be limited to the following: Cost of material, including cost of delivery; cost of labor, including social security, old age and unemployment insurance (labor cost may include a pro-rata share of foremen's time only in case an extension of Contract Time is granted on account of the change); Workman's Compensation Insurance; and rental value of power tools and equipment.

Overhead shall include the following: Bond premiums, superintendence, wages of timekeepers, watchmen and clerks, small tools, general office expense, and incidental expenses not included in "Cost". If the net value of a change results in a credit from Contractor or subcontractor, the credit given shall be the net cost without overhead or profit. The cost as used herein shall include all items of labor, materials, and equipment.

**8.5 Force Account:** In the absence of mutual agreement as to the value of materials or labor required for successful completion of the work, but not provided for in the Bid Specifications or a prior Change Order, County reserves the right to require, and Contractor agrees to perform, such work by Force Account. County shall direct the performance of Force Account work by execution of a Change Order bearing the notation "Force Account".

For all laborers, workmen and mechanics, Contractor shall receive the prevailing wage rate established by County and incorporated into the Contract Documents, for each hour that such laborers, workmen and mechanics are actually engaged in such work, to which shall be added an amount equal to fifteen (15) percent of the sum thereof as compensation.

No charge will be made by the Contractor for organization or overhead expenses, except for actual costs of premiums on Public Liability and Workers' Compensation Insurance, Social Security, Unemployment Insurance Taxes and Contractor's Bonds.

The Contractor will receive the actual cost, including freight charges, of the materials used on such work, to which cost will be added a sum equal to fifteen (15) percent thereof as compensation. In case material invoices indicate a discount may be taken, the actual cost will be the invoice price minus the discount.

For machinery, trucks, power tools, or other similar equipment necessary for actual completion of the work, County shall pay a reasonable rental price for each hour that said tools or equipment are in use on the work, which price will include the cost of fuel, lubricants, and repairs, without any additional compensation percentage being added.

The compensation, as herein provided for, shall be received by the Contractor as payment in full for Force Account work and will include use of small tools, overhead expense, and profit.

All claims for Force Account work shall be submitted to the Engineer by the Contractor upon certificate statements, to which shall be attached copies of invoices covering the cost of, and the freight charges on, all materials used in such work; and such statements shall be filed not later than the fifth day of the month following the month in which the work was actually performed.

- 8.6 Extension of Contract Time:** Change Orders resulting in additional difficulty or complexity of work shall include a commensurate extension of Contract time.

**SECTION 9**  
**CONTRACT TIME AND DAMAGES FOR DELAY**

- 9.1 Time of Completion:** The number of working days allotted for completion of the work is set forth in the Contract Documents. The computation of working days shall begin with the first working day following the date of issuance of Notice to Proceed by the Engineer. Contractor agrees to prosecute the work regularly, diligently, and at a rate of progress which will result in completion of the work within the time required.
- 9.2 Working Day:** Working Days will be charged Sunday through Saturday, including all Holidays, regardless of weather conditions, material availability, or other conditions not under the control of the Contractor.
- 9.3 Liquidated Damages:** If Contractor shall fail or refuse to complete the work within the time allotted, or within any proper extension of such time granted by County, then Contractor shall pay to County for each calendar day that the work remains uncompleted a sum determined by application of the following schedule. It is expressly agreed that such sum constitutes liquidated damages only, and not penalties, and is fixed because of the impracticality and difficulty of ascertaining the actual damages which County may sustain. Such amounts may be retained by County from any money due, or to become due, to Contractor.

For Dollar Amount of Original Contract		Dollar Amount of Daily Contract Administration Liquidated Damages per Working Day
From More Than	To and Including	
5,000	10,000	25
10,000	50,000	50
50,000	100,000	100
100,000	250,000	150
250,000	500,000	250
500,000	750,000	325
OVER	750,000	400

**SECTION 10**  
**PAYMENT AND ACCEPTANCE**

- 10.1 Contract Price:** Contract price shall be determined by application of the appropriate lump sum pricing, unit pricing, or combination thereof, contained in Contractor's bid as accepted



by County. To the extent unit pricing is utilized, payment will be based upon the actual quantities purchased.

Where unit pricing comprises a portion of the Contract Price, an initial Contract price shall be determined, based upon application of such unit pricing to the estimate of quantities set forth in the Bid Specifications. Such initial Contract price shall determine the application of the provisions herein related to performance and payment bonds.

Where the Contract Price is \$25,000.00 or less, no portion of the Contract Price shall be paid to Contractor until final completion of the work. Where the Contract Price exceeds \$25,000.00, the provisions herein related to progress payments shall apply.

- 10.2 Progress Payments:** Progress payments will be made monthly. Payment for that portion of the work, if any, for which lump sum pricing has been utilized shall be based upon actual percentage of completion of the work. Where unit pricing is applicable, payment shall be based upon the value of the work performed and materials complete and in place, in accordance with the Contract Document. Where Engineer shall deem such to be reasonably necessary to the prosecution of the work, such progress payments may also include payment for seventy-five (75%) percent of all acceptable materials delivered and stored on the work site, but not complete and in place.
- 10.3 Application for Payment:** Contractor shall submit an application for payment to Engineer for work performed. Application will then be processed for payment in accordance with Texas Local Government Code, Section 113.064 (a). Such application shall be sworn and shall be supported by such data as Engineer may require, substantiating Contractor's right to payment for work performed or materials complete and in place; provided, however, Engineer's determination as to the percentage of completion, amount of work performed, or materials complete and in place shall be deemed final.
- 10.4 Measurement of Quantities:** All work completed will be measured according to United States Standard Measures unless otherwise specified. All longitudinal measurements for surface area will be made along actual surfaces and not horizontally. For all transverse measurements for areas of base courses, surface courses, and pavements, the dimensions to be used in calculating the paved areas will be the neat dimensions and shall not exceed those shown on Plans or ordered in writing by the Engineer. All materials which are specified for measurement by the cubic yard in vehicles shall be hauled in approved vehicles and measured therein at the point of delivery.
- 10.5 Retainage (If Applicable):** From the total amount determined to be payable on each progress payment, ten (10%) percent of such amount will be deducted by Montgomery county and retained until final payment is made for all new construction projects, and five (5%) of such amount will be deducted by Montgomery County and retained until final payment is made for all remodeling projects.
- 10.6 Final Inspection:** When Contractor shall deem the work to be complete, he shall notify Engineer, in writing, and request final inspection. Engineer will, within five days of receipt of such notice, make final inspection of the work with Contractor. Engineer shall promptly notify Contractor, in writing, of all particulars in which the inspection reveals the work to be incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

- 10.7 Application for Final Payment:** After Contractor has completed all such corrections to the satisfaction of Engineer, he may make application for final payment following the procedure for progress payments. Such application for payment shall be accompanied by a Release executed by the Contractor's payment bond surety, consenting to such final payment to Contractor.
- 10.8 Recommendation For Acceptance:** If, following final inspection and review of Contractor's application for final payment, Engineer shall be of the opinion that the work has been completed in conformity with the Contract Documents, he shall present such application for final payment to County, accompanied by Engineer's recommendation for acceptance of the work and final payment, which recommendation shall be in writing and shall set forth the date upon which Engineer shall have found the work to be final, acceptable and complete in conformity with the Contract Documents. Unless Contractor shall make written objection thereto prior to acceptance of final payment, the date set forth in Engineer's recommendation shall be deemed the date of final completion of the work and shall commence application of the express warranty given by Contractor hereunder, with respect to materials and workmanship.
- 10.9 Contractor's Continuing Obligation:** Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. Neither a recommendation for payment, or acceptance of the work by Engineer, nor actual payment or acceptance by County, shall be deemed to constitute a waiver of County's right with respect to defective work, whether known or unknown to County or Engineer at the time of such recommendation, payment or acceptance.
- 10.10 Waiver of Claims:** The acceptance of final payment by Contractor will constitute a waiver of all claims by Contractor against County, other than those previously advanced in writing and remaining unsettled.

## **SECTION 11** **WARRANTIES**

- 11.1 Warranty:** In addition to all other warranties, either expressed or implied herein, Contractor warrants to County that materials and equipment furnished hereunder will be of good quality and new, unless otherwise required or permitted by the Contract Documents, and that the work will be free from defects and will conform to the requirements of the Contract Documents. Materials, equipment or work not conforming to these requirements shall be deemed defective.
- 11.2 Correction Period:** If within a one-year period following final acceptance, or such longer period of time as may be prescribed by any law, statute or regulation applicable to the terms hereof, any work is found to be defective, Contractor shall promptly, without cost to County and in accordance with Engineer's written instructions, either correct such defective work or remove it and replace it with acceptable work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk or loss or damage, County may have the defective work corrected, removed or replaced; and all direct, indirect or consequential costs of such correction, removal or replacement will be paid by Contractor.

**SECTION 12**  
**GENERAL**

- 12.1 Termination:** If Contractor fails to begin the performance of his Contract within the time specified, or fails to make deliveries to provide sufficient workmen and equipment or sufficient materials to insure the prompt completion, or shall perform the Contract unsuitably or shall neglect or refuse to remove materials, or fail to correct work rejected as defective or unsuitable, or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or perform the Contract in an unacceptable manner, Engineer or the Purchasing Agent shall give notice, in writing, to Contractor and his surety of such delay, neglect or default; and if Contractor, within a period of five (5) days after such notice, shall not proceed in accordance therewith, then the Commissioners' Court shall, upon written Certificate from Engineer or the Purchasing Agent of the fact of such delay, neglect or default, and Contractor's failure to comply with such notice, have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of Contractor and his surety, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and to enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or to use such other methods as, in Engineer's or the Purchasing Agent's opinion, shall be required for the completion of said Contract in an acceptable manner. All costs and charges incurred by County, together with the cost of completing the work, shall be deducted from any money due, or which may become due, Contractor. In case the cost and expense so incurred by County shall be less than the sum which would have been payable under this Contract if it had been completed by Contractor, then Contractor shall be entitled to receive the difference; and in case such expense shall exceed the sum which would have been payable under the Contract, then Contractor and the surety shall be liable and shall pay to County the amount of said excess.
- 12.2 County as Political Subdivision:** County is a political subdivision of the State of Texas and acts by and through its duly qualified Commissioners' Court. Notwithstanding any other provisions contained herein, the Commissioners' Court retains the sole and exclusive authority to approve all Change Orders and applications for payment, and to determine the final acceptance of the work. In addition, all Change Orders resulting in an increase in Contract price shall be executed by the County Auditor, who shall certify the availability of funds sufficient to satisfy such additional obligation and determine which Change Orders shall be void and of no effect, in the absence of such certification.
- 12.3 Fund Availability:** It is expressly understood and agreed that County has available the total maximum sum of funds hereinafter certified available by its County Auditor for the purpose of satisfying County's obligations under the terms and provisions of this Agreement; that, notwithstanding anything to the contrary or that may be construed to the contrary, the liability of County is limited to said sum, plus additional amounts of funds certified available from time to time for the purpose of satisfying County's obligations under the terms and provisions of this Agreement. Should County, without cause, fail or refuse to pay Contractor any consideration due under this Agreement or fail or refuse to appropriate such additional funds, if any, as may be required to complete the Contract work, then the sole and exclusive remedy of Contractor shall be to terminate this Agreement and to take possession of any goods or materials not then complete and in place,

and for which County has not previously paid the consideration established under this Agreement.

In the event funds are not presently available for this contract, the County's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the County for any payment may arise until funds are made available to the County for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the County.

**12.4 Tax Exemption:** County is exempt from the application of Limited Sales and Use Taxes under Texas Tax Code Ann. Section 151.309. Contractor will obtain for County any and all exemptions available from both State and Federal Excise Taxes. County shall provide Contractor with Certificates of Exemption, upon request.

**12.5 Records:** Contractor shall maintain records for one year after project has been accepted by Montgomery County as per Texas State Statute requirements.

**12.6 Texas Law:** These General Provisions and the Contract documents shall be governed and interpreted under the laws of the State of Texas and the Exclusive venues of any claim or cause of action arising out of, or related to, the performance of the Contract shall be in Montgomery County, Texas.

**12.7 Force Majeure:**

12.7.1. Definitions

In this Clause, "Event of Force Majeure" means an event beyond the control of the County and the Contractor, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:

(a) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, and floods);

(b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, or embargo;

(c) rebellion, revolution, insurrection, or military or usurped power, or civil war;

(d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;

(e) riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors; or

(f) acts or threats of terrorism.

12.7.2. Consequences of a Force Majeure Event

Neither the County nor the Contractor shall be considered in breach of this Contract to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the Effective Date. The Party (the “Affected Party”) prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the Contractor is prevented from executing its obligations by the Event of Force Majeure, it shall endeavor to continue to perform its obligations under the Contract so far as reasonably practicable and in accordance with good operating practices. If and to the extent that the Contractor suffers a delay during the Construction Period as a result of the Event of Force Majeure, then it shall be entitled to a reasonable extension for the Time for Completion.

**12.8 PROHIBITION ON INVESTMENT IN COMPANIES THAT BOYCOTT ISRAEL**  
Prohibition on contracts with companies boycotting Israel per Government Code 2270  
Definitions:

- (1) “Boycott Israel” has the meaning assigned by Section 808.001.
- (2) “Company” has the meaning assigned by Section 808.001.
- (3) “Governmental entity” has the meaning assigned by Government Code, Section 2251.001.

PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

**12.9 PROHIBITION ON CONTRACTING WITH A COMPANY DOING BUSINESS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION**

Prohibition on contracts with certain companies per Government Code 2252.151  
Definitions:

“Company” has the meaning assigned by Section 806.001.

“Foreign terrorist organization” means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.

“Governmental contract” means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.

“Governmental entity” has the meaning assigned by Government Code, Section 2252.001.

Section 2252.152 - Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

Section 2252.153 – Listed Companies. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

**SECTION 13**  
**BIDDING REQUIREMENTS**

**13.1 Bidding Requirements:** Bidders must fill out the Bid Form in its entirety. Failure to do so may result in Bid disqualification.

- (1) BIDDERS MUST FILL IN AND SIGN THE ATTACHED TWO (2) PAGE CONTRACT. IF MONTGOMERY COUNTY HAS A COPY OF BIDDER'S ASSUMED NAME CERTIFICATE, DBA (DOING BUSINESS AS) CERTIFICATE, OR CORPORATE CERTIFICATE THEN BIDDER MAY DISREGARD THE SECTION TITLED ACKNOWLEDGMENT. IN ORDER FOR YOUR BID TO MEET MONTGOMERY COUNTY BID REQUIREMENTS, THE COUNTY MUST HAVE IN OUR RECORDS THE ABOVE MENTIONED CERTIFICATES.**
- (2) NO BID WILL BE ACCEPTED AFTER THE SPECIFIED DUE DATE AND TIME.**
- (3) PRICES WILL REMAIN FIRM FOR THE DURATION OF THIS CONTRACT. PRICES SHALL BE ALL INCLUSIVE. ANY PRICE NOT SHOWN ON THIS CONTRACT WILL NOT BE HONORED FOR PAYMENT WHEN SUBMITTED BY VENDOR.**
- (4) BIDDER'S RESPONSE TO THIS BID INDICATES AGREEMENT TO HOLD PRICING SUBMITTED FOR A PERIOD OF NOT LESS THAN NINETY (90) DAYS.**

**THE COMMISSIONERS' COURT OF MONTGOMERY COUNTY RESERVES THE RIGHT TO AWARD THIS CONTRACT TO THE BIDDER(S) WHO PROVIDES THE LOWEST, BEST AND MOST RESPONSIBLE BID IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALTERNATE BIDS WILL NOT BE ACCEPTED UNLESS REQUESTED IN THE BID SPECIFICATIONS AND/OR THROUGH AN ADDENDUM.**

**ALL MONTGOMERY COUNTY STANDARD TERMS AND CONDITIONS WILL APPLY UNLESS SPECIFICALLY ADDRESSED IN THIS INVITATION TO BID.**

**MONTGOMERY COUNTY RESERVES THE RIGHT TO MAKE AN AWARD ON AN "ALL OR NONE" BASIS.**

**Failure or inability to adhere to any of the preceding requirements may serve as the basis for Bid disqualification.**

**Contractors will be required to call for utility locates prior to performing any work as per House Bill 2295 Underground Facility Damage Prevention and Safety Act, effective October 1, 1998.**

**SECTION 14**  
**REFERENCES**

1. COMPANY NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE NO.: \_\_\_\_\_  
FAX NO.: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE NO.: \_\_\_\_\_  
FAX NO.: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE NO.: \_\_\_\_\_  
FAX NO.: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

4. COMPANY NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE NO.: \_\_\_\_\_  
FAX NO.: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

5. COMPANY NAME: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
PHONE NO.: \_\_\_\_\_  
FAX NO.: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

**END OF DOCUMENT**



MONTGOMERY COUNTY, TEXAS

PRECINCT   1  

MIKE MEADOR, COMMISSIONER

CONTRACT NO.  18-46 

*AIRPORT ROAD PARKING LOT CONSTRUCTION*

## PROJECT MANUAL

BIDDER IS REQUIRED TO FILL IN INFORMATION BELOW:

BIDDER \_\_\_\_\_  
(COMPANY NAME)

TOTAL AMOUNT OF BASE BID \$ \_\_\_\_\_

TOTAL AMOUNT OF ALTERNATE BID \$ \_\_\_\_\_



100 I-45 North, Suite 260  
Conroe, Texas 77301-2701  
Phone: (936) 756-6832  
Fax: (936) 756-6833  
TBPE FIRM #312



**MONTGOMERY COUNTY PRECINCT 1**  
**AIRPORT ROAD PARKING LOT CONSTRUCTION**  
**SCOPE OF WORK**

The project consists of installing a 260' by 230' concrete parking lot on Airport Road adjacent to the Agricultural Extension Office and across from the Lone Star Convention Center. The proposed typical section for the parking lot pavement is a 6" layer of concrete with 6" of lime-fly ash treated subgrade. There is also a bid option to use 2" asphalt pavement, 8" base material, and 6" of lime-fly ash treated subgrade. Responses are required for both bid forms. Additional work includes installation of lighting, relocation of the 20' manual chain link gate on the west side to east side, installation of a 25' automatic chain-link gate on the west side of the parking lot, and drainage. The Contractor shall furnish labor, equipment, materials, supervision, insurance, bonds, etc. to construct the parking lot and the associated improvements, complete in place, using premier materials and workmanship.

The above description of the scope of work is general in nature and is only intended to provide an overview of the project. The complete detailed scope of work and bid items are contained in the plans and specifications. The contractor will have 180 calendar days to complete the project.

This project shall be constructed under the Montgomery County General Conditions and the 2014 Texas Department of Transportation Technical and Construction Specifications.

**MONTGOMERY COUNTY PRECINCT 1**  
**AIRPORT ROAD PARKING LOT CONSTRUCTION**  
**TECHNICAL SPECIFICATIONS**

For this contract "Texas Department of Transportation, 2014 Standard Specifications for Construction of Highways, Streets and Bridges" shall govern for the construction of this project. Said specifications in their entirety are hereby incorporated into the contract documents by reference herein and the contractor shall comply with all provisions contained in said specifications and shall be bound by them in their entirety, except where modified in the project plans and specifications.

Copies of these specifications are available for a small charge from any District office or the Austin office of the Texas Department of Transportation.

REFERENCED SPECIFICATIONS:

ITEM 100	Preparing Right of Way
ITEM 110	Excavation
ITEM 132	Embankment
ITEM 161	Compost
ITEM 164	Seeding for Erosion Control
ITEM 247	Flexible Base
ITEM 260	Lime Treatment (Road-Mixed)
ITEM 265	Fly Ash or Lime-Fly Ash Treatment (Road-Mixed)
ITEM 310	Prime Coat
ITEM 340	Dense-Graded Hot-Mix Asphalt (Small Quantity)
ITEM 360	Concrete Pavement
ITEM 416	Drilled Shaft Foundations
ITEM 432	Riprap
ITEM 459	Gabions and Gabion Mattresses
ITEM 464	Reinforced Concrete Pipe
ITEM 467	Safety End Treatment
ITEM 500	Mobilization
ITEM 502	Barricades, Signs, and Traffic Handling
ITEM 506	Temporary Erosion, Sedimentation, and Environmental Controls
ITEM 529	Concrete Curb, Gutter, and Combined Curb and Gutter
ITEM 531	Sidewalks
ITEM 550	Chain Link Fence
ITEM 616	Performance Testing of Lighting Systems
ITEM 618	Conduit
ITEM 620	Electrical Conductors
ITEM 624	Ground Boxes
ITEM 628	Electrical Services
ITEM 644	Small Roadside Sign Assemblies
ITEM 666	Retroreflectorized Pavement Markings
ITEM 668	Prefabricated Pavement Markings
ITEM 752	Tree and Brush Removal
ITEM 1004	Tree Protection

**Airport Road Parking Lot  
Montgomery County, Texas  
BID FORM**

**BID ITEMS - PROPOSED CONCRETE PAVEMENT SECTION**

ITEM NO	DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT	APPROX. QTY.	UNIT PRICE (IN FIGURES)	EXTENDED PRICE (IN FIGURES)
1	TxDOT-500 MOBILIZATION _____ DOLLARS AND _____ CENTS.	LS	1		
2	TxDOT-100 PREP ROW _____ DOLLARS AND _____ CENTS.	AC	1.9		
3	TxDOT-506 SILT FENCE (INSTALL AND REMOVE) _____ DOLLARS AND _____ CENTS.	LF	1344		
4	TxDOT-506 12" EROSION CONTROL LOG (INSTALL AND REMOVE) _____ DOLLARS AND _____ CENTS.	LF	50		
5	TxDOT-132 EMBANKMENT (FINAL)(DENS CONT)(TYPE C) _____ DOLLARS AND _____ CENTS.	CY	4692		
6	TxDOT-110 EXCAVATION (ROADWAY AND CHANNEL) _____ DOLLARS AND _____ CENTS.	CY	452		
7	TxDOT-550 REMOVE CHAIN LINK FENCE _____ DOLLARS AND _____ CENTS.	LF	282		
8	TxDOT-550 RELOCATE 20' WIDE CHAIN LINK GATE WITH 3-STRANDS BARB WIRE _____ DOLLARS AND _____ CENTS.	EA	1		
9	TxDOT-265 PREPARATION OF LIME FLY-ASH TREATED SUBGRADE (6") _____ DOLLARS AND _____ CENTS.	SY	7431		
10	TxDOT-260 HYDRATED LIME _____ DOLLARS AND _____ CENTS.	TON	38		
11	TxDOT-265 FLYASH _____ DOLLARS AND _____ CENTS.	TON	149		
12	TxDOT-360 6" CONCRETE PAVEMENT _____ DOLLARS AND _____ CENTS.	SY	7078		

**Airport Road Parking Lot  
Montgomery County, Texas  
BID FORM**

ITEM NO	DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT	APPROX. QTY.	UNIT PRICE (IN FIGURES)	EXTENDED PRICE (IN FIGURES)
13	TxDOT-529 DOWELLED 6" CONCRETE CURB (SLOTTED) _____ DOLLARS AND _____ CENTS.	LF	114		
14	TxDOT-529 DOWELLED 6" CONCRETE CURB _____ DOLLARS AND _____ CENTS.	LF	1149		
15	TxDOT-531 CONCRETE SIDEWALK (4") _____ DOLLARS AND _____ CENTS.	SY	4		
16	TxDOT-531 CURB RAMPS (TYPE I) _____ DOLLARS AND _____ CENTS.	EA	1		
17	TxDOT-161 4" TOPSOIL _____ DOLLARS AND _____ CENTS.	SY	158		
18	TxDOT-164 HYDROMULCH SEEDING _____ DOLLARS AND _____ CENTS.	SY	3504		
19	TxDOT-416 DRILL SHAFT 24" DIAMETER _____ DOLLARS AND _____ CENTS.	LF	40		
20	TxDOT-432 18" STONE RIPRAP _____ DOLLARS AND _____ CENTS.	CY	45		
21	TxDOT-464 18" RCP STORM SEWER _____ DOLLARS AND _____ CENTS.	LF	92		
22	TxDOT-467 18" SAFETY END TREATMENT 4:1 _____ DOLLARS AND _____ CENTS.	EA	4		
23	TxDOT-618 CONDUIT (PVC) (SCH. 40) (1") _____ DOLLARS AND _____ CENTS.	LF	870		
24	TxDOT-620 ELEC. CONDUCTOR (NO. 10) INSULATED _____ DOLLARS AND _____ CENTS.	LF	2900		

**Airport Road Parking Lot  
Montgomery County, Texas  
BID FORM**

ITEM NO	DESCRIPTION AND UNIT PRICE <u>WRITTEN IN WORDS</u>	UNIT	APPROX. QTY.	UNIT PRICE (IN FIGURES)	EXTENDED PRICE (IN FIGURES)
25	TxDOT-620 ELEC. CONDUCTOR (NO. 8) INSULATED _____ DOLLARS AND _____ CENTS.	LF	220		
26	TxDOT-620 ELEC. CONDUCTOR (NO. 6) INSULATED _____ DOLLARS AND _____ CENTS.	LF	440		
27	TxDOT-624 GROUND BOX TYPE A (122311) W/ APRON _____ DOLLARS AND _____ CENTS.	EA	1		
28	TxDOT-628 SAFETY SWITCH 30A/NF/2P/3R _____ DOLLARS AND _____ CENTS.	EA	1		
29	TxDOT-628 2P-SOA CIRCUIT BREAKER _____ DOLLARS AND _____ CENTS.	EA	1		
30	TxDOT-628 LUMINAIRE AND POLE ASSEMBLY _____ DOLLARS AND _____ CENTS.	EA	4		
31	TxDOT-628 PANELBOARD LA _____ DOLLARS AND _____ CENTS.	EA	1		
32	TxDOT-628 REMOVE PANELBOARD _____ DOLLARS AND _____ CENTS.	EA	1		
33	TxDOT-628 REMOVE EXISTING CONDUCTORS #10 AWG _____ DOLLARS AND _____ CENTS.	LF	690		
34	TxDOT-550 6' CHAIN LINK FENCE WITH 3-STRAND BARB WIRE _____ DOLLARS AND _____ CENTS.	LF	600		
35	TxDOT-550 INSTALL AUTOMATIC 25' WIDE ROLLING CHAIN LINK GATE WITH 3-STRANDS BARB WIRE _____ DOLLARS AND _____ CENTS.	EA	1		
36	TxDOT-644 STOP SIGNS AND ADA ACCESSIBLE SIGNS _____ DOLLARS AND _____ CENTS.	EA	8		

**Airport Road Parking Lot  
Montgomery County, Texas  
BID FORM**

ITEM NO	DESCRIPTION AND UNIT PRICE <u>WRITTEN IN WORDS</u>	UNIT	APPROX. QTY.	UNIT PRICE (IN FIGURES)	EXTENDED PRICE (IN FIGURES)
37	TxDOT-666 RETROFLECTORIZED PAV. MARKING TYPE II (W) 24" (SLD) _____ DOLLARS AND _____ CENTS.	LF	35		
38	TxDOT-666 RETROFLECTORIZED PAV. MARKING TYPE II (W) 4" (SLD) _____ DOLLARS AND _____ CENTS.	LF	4055		
39	TxDOT-668 ADA ACCESSIBLE PARKING MARKING _____ DOLLARS AND _____ CENTS.	EA	6		
40	TxDOT-1004 TREE PROTECTION _____ DOLLARS AND _____ CENTS.	EA	5		
41	TxDOT-459 GABION BASKETS (INCLUDES FURNISHING, ASSEMBLING, AND INSTALLING ALL GABION BASKET MATERIALS) _____ DOLLARS AND _____ CENTS.	CY	14		
42	TxDOT-459 GABION MATTRESS - 12" THICK (INCLUDES FURNISHING, ASSEMBLING, AND INSTALLING ALL GABION MATTRESS MATERIALS) _____ DOLLARS AND _____ CENTS.	SY	32		

BASE BID TOTAL =

\$ \_\_\_\_\_

**Airport Road Parking Lot  
Montgomery County, Texas  
BID FORM**

**BID ITEMS - ASPHALT PAVEMENT SECTION OPTION**

ITEM NO	DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT	APPROX. QTY.	UNIT PRICE (IN FIGURES)	EXTENDED PRICE (IN FIGURES)
1	TxDOT-500 MOBILIZATION _____ DOLLARS AND _____ CENTS.	LS	1		
2	TxDOT-100 PREP ROW _____ DOLLARS AND _____ CENTS.	AC	1.9		
3	TxDOT-506 SILT FENCE (INSTALL AND REMOVE) _____ DOLLARS AND _____ CENTS.	LF	1344		
4	TxDOT-506 12" EROSION CONTROL LOG (INSTALL AND REMOVE) _____ DOLLARS AND _____ CENTS.	LF	50		
5	TxDOT-132 EMBANKMENT (FINAL)(DENS CONT)(TYPE C) _____ DOLLARS AND _____ CENTS.	CY	4692		
6	TxDOT-110 EXCAVATION (ROADWAY AND CHANNEL) _____ DOLLARS AND _____ CENTS.	CY	452		
7	TxDOT-550 REMOVE CHAIN LINK FENCE _____ DOLLARS AND _____ CENTS.	LF	282		
8	TxDOT-550 RELOCATE 20' WIDE CHAIN LINK GATE WITH 3-STRANDS BARB WIRE _____ DOLLARS AND _____ CENTS.	EA	1		
9	TxDOT-265 PREPARATION OF LIME FLY-ASH TREATED SUBGRADE (6") _____ DOLLARS AND _____ CENTS.	SY	7431		
10	TxDOT-260 HYDRATED LIME _____ DOLLARS AND _____ CENTS.	TON	38		
11	TxDOT-265 FLYASH _____ DOLLARS AND _____ CENTS.	TON	149		
12	TxDOT-247 8" FLEXIBLE BASE TYPE D GRADE 1 (COMPLETE IN PLACE) _____ DOLLARS AND _____ CENTS.	SY	6790		

**Airport Road Parking Lot  
Montgomery County, Texas  
BID FORM**

ITEM NO	DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT	APPROX. QTY.	UNIT PRICE (IN FIGURES)	EXTENDED PRICE (IN FIGURES)
13	TxDOT-340 2" HOT MIX ASPHALT TYPE D PG70-22 _____ DOLLARS AND _____ CENTS.	TON	747		
14	TxDOT-310 PRIME COAT _____ DOLLARS AND _____ CENTS.	GAL	2037		
15	TxDOT-529 CONCRETE CURB AND GUTTER (TYPE II) _____ DOLLARS AND _____ CENTS.	LF	1052		
16	TxDOT-529 CONCRETE CURB AND GUTTER (SLOTTED) _____ DOLLARS AND _____ CENTS.	LF	114		
17	TxDOT-531 CONCRETE SIDEWALK (4") _____ DOLLARS AND _____ CENTS.	SY	4		
18	TxDOT-531 CURB RAMPS (TYPE I) _____ DOLLARS AND _____ CENTS.	EA	1		
19	TxDOT-360 6" CONCRETE PAVEMENT FOR CONCRETE FLUME _____ DOLLARS AND _____ CENTS.	SY	25		
20	TxDOT-529 CONCRETE CURB (MONO TYPE II) FOR CONCRETE FLUME _____ DOLLARS AND _____ CENTS.	LF	105		
21	TxDOT-161 4" TOPSOIL _____ DOLLARS AND _____ CENTS.	SY	158		
22	TxDOT-164 HYDROMULCH SEEDING _____ DOLLARS AND _____ CENTS.	SY	3504		
23	TxDOT-416 DRILL SHAFT 24" DIAMETER _____ DOLLARS AND _____ CENTS.	LF	40		
24	TxDOT-432 18" STONE RIPRAP _____ DOLLARS AND _____ CENTS.	CY	45		



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25	TxDOT-464 18" RCP STORM SEWER _____ DOLLARS AND _____ CENTS.	LF	92		
26	TxDOT-467 18" SAFETY END TREATMENT 4:1 _____ DOLLARS AND _____ CENTS.	EA	4		
27	TxDOT-618 CONDUIT (PVC) (SCH. 40) (1") _____ DOLLARS AND _____ CENTS.	LF	870		
28	TxDOT-620 ELEC. CONDUCTOR (NO. 10) INSULATED _____ DOLLARS AND _____ CENTS.	LF	2900		
29	TxDOT-620 ELEC. CONDUCTOR (NO. 8) INSULATED _____ DOLLARS AND _____ CENTS.	LF	220		
30	TxDOT-620 ELEC. CONDUCTOR (NO. 6) INSULATED _____ DOLLARS AND _____ CENTS.	LF	440		
31	TxDOT-624 GROUND BOX TYPE A (122311) W/ APRON _____ DOLLARS AND _____ CENTS.	EA	1		
32	TxDOT-628 SAFETY SWITCH 30A/NF/2P/3R _____ DOLLARS AND _____ CENTS.	EA	1		
33	TxDOT-628 2P-50A CIRCUIT BREAKER _____ DOLLARS AND _____ CENTS.	EA	1		
34	TxDOT-628 LUMINAIRE AND POLE ASSEMBLY _____ DOLLARS AND _____ CENTS.	EA	4		
35	TxDOT-628 PANELBOARD LA _____ DOLLARS AND _____ CENTS.	EA	1		
36	TxDOT-628 REMOVE PANELBOARD _____ DOLLARS AND _____ CENTS.	EA	1		

**Airport Road Parking Lot  
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ITEM NO	DESCRIPTION AND UNIT PRICE WRITTEN IN WORDS	UNIT	APPROX. QTY.	UNIT PRICE (IN FIGURES)	EXTENDED PRICE (IN FIGURES)
37	TxDOT-628 REMOVE EXISTING CONDUCTORS #10 AWG _____ DOLLARS AND _____ CENTS.	LF	690		
38	TxDOT-550 6' CHAIN LINK FENCE WITH 3-STRAND BARB WIRE _____ DOLLARS AND _____ CENTS.	LF	600		
39	TxDOT-550 INSTALL AUTOMATIC 25' WIDE ROLLING CHAIN LINK GATE WITH 3-STRANDS BARB WIRE _____ DOLLARS AND _____ CENTS.	EA	1		
40	TxDOT-644 STOP SIGNS AND ADA ACCESSIBLE SIGNS _____ DOLLARS AND _____ CENTS.	EA	8		
41	TxDOT-666 RETROFLECTORIZED PAV. MARKING TYPE II (W) 24" (SLD) _____ DOLLARS AND _____ CENTS.	LF	35		
42	TxDOT-666 RETROFLECTORIZED PAV. MARKING TYPE II (W) 4" (SLD) _____ DOLLARS AND _____ CENTS.	LF	4055		
43	TxDOT-668 ADA ACCESSIBLE PARKING MARKING _____ DOLLARS AND _____ CENTS.	EA	6		
44	TxDOT-1004 TREE PROTECTION _____ DOLLARS AND _____ CENTS.	EA	5		
45	TxDOT-459 GABION BASKETS (INCLUDES FURNISHING, ASSEMBLING, AND INSTALLING ALL GABION BASKET MATERIALS) _____ DOLLARS AND _____ CENTS.	CY	14		
46	TxDOT-459 GABION MATTRESS - 12" THICK (INCLUDES FURNISHING, ASSEMBLING, AND INSTALLING ALL GABION MATTRESS MATERIALS) _____ DOLLARS AND _____ CENTS.	SY	32		

OPTION BID TOTAL =

\$ \_\_\_\_\_

## **MONTGOMERY COUNTY PRECINCT 1**

### **AIRPORT ROAD PARKING LOT CONSTRUCTION**

#### **GENERAL NOTES**

##### GENERAL CONSTRUCTION NOTES:

1. MATERIALS, CONSTRUCTION AND TESTING TO BE IN ACCORDANCE WITH MONTGOMERY COUNTY & TCEQ ORDINANCES AND SPECIFICATIONS, LATEST PRINTING AND AMENDMENTS THERETO.
2. ALL EXISTING UNDERGROUND UTILITIES ARE NOT GUARANTEED TO BE COMPLETED OR DEFINITE, BUT WERE OBTAINED FROM THE BEST INFORMATION AVAILABLE. CONTRACTOR HAS SOLE RESPONSIBILITY FOR FIELD VERIFICATION OF ALL EXISTING FACILITIES AS SHOWN ON DRAWINGS. CONTRACTOR SHALL COORDINATE ALL CONFLICTS WITH THE APPROPRIATE GOVERNING AGENCY.
3. THE LOCATION OF ALL UNDERGROUND UTILITIES, ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL REQUEST THE EXACT LOCATION OF THESE FACILITIES BY CALLING THE PERSPECTIVE UTILITY COMPANY, AT LEAST 48 HOURS BEFORE COMMENCING WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGE WHICH OCCURS DUE TO HIS FAILURE TO REQUEST THE LOCATION AND PRESERVATION OF THESE UNDERGROUND FACILITIES. ANY DAMAGE TO EXISTING FACILITIES INCURRED AS A RESULT OF CONSTRUCTION OPERATIONS WILL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.
4. TEXAS LAW ARTICLE 1436C, PROHIBITS ALL ACTIVITIES IN WHICH PERSONS OR EQUIPMENT MAY COME WITHIN 6 FEET OF ENERGIZED OVERHEAD POWER LINES. FEDERAL REGULATION, TITLE 29, PART 1910.130(1) AND PART 1926.440 (A) (15) REQUIRE A MINIMUM CLEARANCE OF 10 FEET FROM THESE FACILITIES. THE ABOVE LAWS CARRY BOTH CRIMINAL AND CIVIL LIABILITIES, WITH CONTRACTORS AND OWNERS BEING LEGALLY RESPONSIBLE FOR THE SAFETY OF WORKERS UNDER THESE LAWS. IF EITHER THE CONTRACTOR OR THE OWNER MUST WORK NEAR ENERGIZED OVERHEAD POWER LINES, CALL THE POWER COMPANY FOR THE LINES TO BE DE-ENERGIZED AND/OR MOVED AT THEIR EXPENSE.\
5. CONSTRUCTION SHALL COMPLY WITH THE LATEST OSHA REGULATIONS AND STATE OF TEXAS LAW CONCERNING TRENCHING AND SHORING. CONTRACTOR SHALL PROVIDE A TRENCH SAFETY SYSTEM TO MEET, AS A MINIMUM, THE REQUIREMENTS OF OSHA SAFETY AND HEALTH REGULATION, PART 1926, SUBPART P AS PUBLISHED IN THE FEDERAL REGISTER, VOLUME 54, NO. 209, DATED OCTOBER 31, 1989, AND CITY OF CONROE ORDINANCE NUMBER 1033-87, AND LATEST REVISIONS.
6. DETAILS DO NOT EXTEND TO OR INCLUDE DESIGNS OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL PREPARE OR OBTAIN THE APPROPRIATE SAFETY SYSTEMS, INCLUDING THE PLANS AND SPECIFICATIONS REQUIRED BY CHAPTER 756, SUBCHAPTER "C" OF THE TEXAS HEALTH AND SAFETY CODE.

7. ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF THE PROJECT ENGINEER. ALL CONSTRUCTION RUNOFF SHALL COMPLY WITH STORM WATER MANAGEMENT FOR CONSTRUCTION ACTIVITIES AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS.
8. EXISTING PAVEMENT, CURBS, SIDEWALKS AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED TO THE COUNTY STANDARDS. ALL ASPHALT AND CONCRETE DRIVEWAYS EXCAVATED DURING CONSTRUCTION SHALL BE BACKFILLED WITH CEMENT STABILIZED SAND (CSS) AND RETURNED TO EXISTING CONDITIONS. ALL STATE AND COUNTY HIGHWAY PAVEMENT AND RAILROAD RIGHT-OF-WAYS TO BE BORED ACCORDING TO THE RULES, REGULATIONS AND REQUIREMENTS FOR APPROVAL AND ACCEPTANCE BY SAID AGENCIES. SEE CITY OF CONROE "DESIGN MANUAL FOR WATER MAINS, SANITARY SEWERS, STORM DRAINAGE AND STREET PAVING".
9. EXISTING ROADS AND/OR RIGHT-OF-WAYS DISTURBED DURING CONSTRUCTION SHALL BE AS GOOD OR BETTER THAN THE CONDITION PRIOR TO STARTING THE WORK, UPON COMPLETION OF THE PROJECT.
10. ALL SAWCUTS OF EXISTING PAVED SURFACES SHALL BE FULL DEPTH SAWCUTS.
11. AFTER ALL DISTURBED AREAS WITHIN THE CONSTRUCTION LIMITS HAVE BEEN COMPLETED TO THE LINES, GRADES, AND CROSS-SECTIONS SHOWN ON THE PLANS, HYDROMULCHING AND OR SODDING SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE PLANS AND SPECIFICATIONS IN ORDER TO ESTABLISH ADEQUATE VEGETATION COVERAGE TO ELIMINATE EROSION. IF NO ACTIVITY HAS BEEN PERFORMED WITHIN THE DISTURBED CONSTRUCTION AREAS FOR 14 DAYS, THESE AREAS MUST BE HYDROMULCHED TO AVOID EROSION. IF NO PROVISION FOR PLANTING GRASS IS INCLUDED IN THE PLANS OR SPECIFICATIONS, THE MINIMUM REQUIREMENT FOR THIS ITEM WILL BE IN ACCORDANCE WITH THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR "SODDING OR SEEDING FOR EROSION CONTROL."
12. CONTRACTOR IS TO OBTAIN ALL APPLICABLE PERMITS REQUIRED BY GOVERNING AUTHORITIES AT THEIR EXPENSE PRIOR TO COMMENCEMENT OF WORK.
13. CONTRACTOR SHALL GIVE 48 HOURS NOTICE TO ALL AUTHORIZED AGENCIES IN CHARGE OF PRIVATE AND PUBLIC UTILITIES PRIOR TO COMMENCEMENT OF WORK WITHIN THE CITY OR AUTHORIZED AGENCIES RIGHT-OF-WAYS OR EASEMENTS.
14. CONTRACTOR SHALL PROVIDE ADEQUATE FLAGMEN, SIGNING, STRIPING AND WARNING TRAFFIC CONTROL DEVICES, DURING CONSTRUCTION IN ACCORDANCE WITH THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL". CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC OPEN IN EACH DIRECTION DURING WORKING HOURS OR PROVIDE ALL-WEATHER DETOURS AROUND CONSTRUCTION SITE, PROVIDE PUBLIC NOTIFICATION, AND USE UNIFORMED POLICE OFFICERS TO CONTROL TRAFFIC, ESPECIALLY IN HEAVY TRAFFIC LOCATIONS.

15. CONTRACTOR SHALL ERECT AND MAINTAIN BARRICADES TO ADEQUATELY PROTECT THE PAVEMENT, SIDEWALKS, DRIVEWAY, ROADWAY, AND PARKING LOTS FROM DAMAGE CAUSED BY ANIMALS OR FOOT TRAFFIC. THE CONTRACTOR SHALL HAVE PERSONNEL ON SITE UNTIL THE PAVEMENT HAS REACHED SUFFICIENT STRENGTH WHILE PAVEMENT IS CURING AND UNTIL REACHED 75% STRENGTH.
16. CONTRACTOR SHALL BE RESPONSIBLE ON A DAILY BASIS FOR REMOVING MUD, DIRT, AND DEBRIS DEPOSITED ON EXISTING PAVEMENT DUE TO CONSTRUCTION ACTIVITY. ALL EXISTING STREETS AND ADJACENT PAVEMENT AREAS IMPACTED BY CONSTRUCTION ACTIVITY SHALL BE CLEANED USING A STREET SWEEPER. THIS ACTIVITY SHALL BE INCIDENTAL TO ALL OTHER ITEMS.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF THEIR CONSTRUCTION ACTIVITIES WITH THE UTILITY COMPANIES AS TO THE RELOCATION OF THEIR FACILITIES, IF NEEDED.
18. THE CONTRACTOR SHALL REMOVE ALL NON-PERMANENT SIGNS FROM THE R.O.W. AND/OR EASEMENT LIMITS, AND RETURN THEM TO THE SIGN OWNER FOR THEM TO HAVE PLACED AT THEIR EXPENSE ON PROPERTY OTHER THAN THAT STATED ABOVE UNLESS OTHERWISE SPECIFIED.
19. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND DEPTHS OF ALL EXISTING UTILITIES BEFORE COMMENCING ANY WORK, AND SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES CAUSED BY THEIR FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UNDERGROUND UTILITIES. THE LOCATION OF EXISTING UTILITIES ON THESE PLANS ARE SHOWN IN AN APPROXIMATE LOCATION ONLY.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATING OR REPLACING ALL EXISTING FENCES INSIDE THE WORK ZONE, TO EXISTING OR BETTER CONDITION, EXCEPT FOR THOSE THAT FALL WITHIN A ROAD RIGHT-OF-WAY, IN WHICH THE FENCE SHALL BE RELOCATED OR REPLACED TO A DISTANCE OF ONE (1) FOOT OUTSIDE THAT RIGHT-OF-WAY.
21. THE CONTRACTOR IS RESPONSIBLE FOR RELOCATING ALL EXISTING IRRIGATION OUTSIDE OF THE RIGHT-OF-WAY AND/OR EASEMENT UNLESS OTHERWISE SPECIFIED ON THE PLANS.
22. ALL EQUIPMENT SHALL BE REMOVED FROM THE PROJECT SITE ONCE THE PROJECT IS COMPLETED, AS WELL AS, ALL REMAINING DEBRIS WITHIN PROJECT SHALL BE REMOVED AND PROPERLY DISPOSED OF AT AN APPROVED DISPOSAL SITE.
23. ALL SIGNS SHALL CONFORM TO THE LATEST VERSION OF TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD).

GRADING NOTES:

1. BEFORE STARTING CONSTRUCTION, CONTRACTOR SHALL VERIFY BENCHMARK ELEVATION, THE SUITABILITY OF ALL EXISTING AND PROPOSED SITE CONDITIONS INCLUDING GRADES AND DIMENSIONS BEFORE START OF CONSTRUCTION. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF ANY DISCREPANCY AND/OR CONFLICT IS FOUND.

2. DURING CONSTRUCTION, CONTRACTOR SHALL ENSURE THERE IS POSITIVE DRAINAGE ACROSS THE PROPOSED PARKING LOT AND NO PONDING AREAS FORM. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY IF GRADING DISCREPENCIES ARE FOUND.
3. CONTRACTOR SHALL PROTECT ALL VALVE COVERS, FIRE HYDRANTS, POWER POLES, GUY WIRES THAT ARE TO REMAIN IN PLACE AND UNDISTURBED DURING CONSTRUCTION.

STORM SEWER NOTES:

1. THE STORM SEWER CULVERTS WITH IN ROAD RIGHT-OF-WAY SHALL BE REINFORCED CONCRETE PIPE (ASTM C-76, CLASS III) AND SHALL BE INSTALLED, BEDDED AND BACKFILLED IN ACCORDANCE WITH MONTGOMERY COUNTY, EXCAVATION, BEDDING AND BACKFILL PROCEDURES, UNLESS OTHERWISE SPECIFIED.
2. ALL DITCHES SHALL BE GRADED TO PROPOSED ELEVATIONS TO ENSURE PROPER DRAINAGE. ALL DISTURBED AREA SHALL BE REGRADED, SEEDED, AND FERTILIZED.

FEMA ZONE NOTE:

1. THE PROJECT AREA IS WITHIN UNSHADED ZONE X ACCORDING TO FEMA FIRM MAP PANEL NO. 48339C0385G, THUS THE PROJECT AREA IS OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

VARIANCE FOR VEGETATION ORDINANCE NOTES:

1. THE CITY OF CONROE HAS APPROVED A VARIANCE ALLOWING TREES NECESSARY FOR THE PARKING LOT TO BE CUT WHICH IS INCLUDED IN THE COMMERCIAL SITE APPLICATION.

GEOTECHNICAL NOTES:

1. GEOTECHNICAL ENGINEERING REPORT PREPARED FOR AIRPORT ROAD PARKING LOT BY TERRACON. PROJECT NO. 97165022, DATED AUGUST 18, 2016.
2. BASED ON THE GEOTECHNICAL REPORT, CONSTRUCTION ACTIVITY MAY BE HINDERED BY EXISTING WET/SOFT SURFICIAL SOIL WHICH CAN CAUSE RUTTING AND/OR PUMPING. EXTRA MEASURES, SUCH AS CHEMICAL TREATMENT OF THE SUBGRADE (ANYWHERE FROM 1' TO 3'), IS RECOMMENDED BY GEOTECHNICAL ENGINEER IF THE SUBGRADE NEEDS TO BE STRENGTHENED TO SUPPORT CONSTRUCTION ACTIVITY. THE COST FOR EXTRA MEASURES IS INCLUDED AS AN ALTERNATE BID ITEM. REFER TO THE GEOTECHNICAL REPORT FOR ADDITIONAL INFORMATION.

3. THE PERCENTAGE OF LIME AND FLYASH CONTENT IS SPECIFIED TO BE 2% AND 8% BY DRY WEIGHT, RESPECTIVELY. THE PERCENTAGES ARE GIVEN AS APPLICATION BY DRY WEIGHT AND ARE TYPICALLY EQUIVALENT TO ABOUT 10 POUNDS OF LIME AND 40 POUNDS OF FLYASH PER SQUARE YARD PER 6" DEPTH. LIME-FLYASH IS ALSO AVAILABLE PRE-MIXED, TYPICALLY IN PERCENTAGES OF 20% LIME AND 80% FLYASH. THESE PRE-MIX PRODUCTS MAY BE USED IF PREFERRED AT A RATE OF 50 POUNDS PER SQUARE YARD PER 6" DEPTH. REFER TO GEOTECHNICAL REPORT FOR ADDITIONAL INFORMATION.

ROLLING AUTOMATIC CHAINLINK GATE NOTES:

1. CONTRACTOR TO INSTALL COMMERCIAL ROLLING 6' HIGH CHAIN LINK GATE WITH 3-STRAND BARBED WIRE. GATE OPENING SHALL BE MINIMUM 25' WIDE. SEE CHAIN LINK FENCE DETAIL FOR GATE MATERIAL. GATE SHALL BE OPERATED WITH MINIMUM 1/2 HP MOTOR AND AT 12" PER SECOND OPERATING SPEED. EXACT LOCATION OF OPERATOR TO BE DETERMINED BY MONTGOMERY COUNTY.
2. COMMERCIAL ROLLING GATE SHALL INCLUDE TWO (2) KEY PAD CONTROLLERS, ONE (1) LOCATED ON STATIONARY POLE ADJACENT TO GATE AND THE OTHER KEY PAD LOCATED NEAR BUILDING. SEE ELECTRICAL DRAWINGS.
3. PROVIDE TRAFFIC LOOP INSIDE FENCED AREA CONNECTED TO GATE CONTROLS. CONTRACTOR TO COORDINATE INSTALLATION OF TRAFFIC LOOP WITH AUTOMATIC GATE MANUFACTURER. TRAFFIC LOOP TO BE INCLUDED WITH THE AUTOMATIC GATE.
4. GATE CONTROL SHALL INCLUDE SCHEDULING CAPABILITIES.