

**CAMERON COUNTY PURCHASING**

1100 E. Monroe St,  
Brownsville, Texas 78520  
(956) 544-0871 Fax: (956) 550-7219

**ADDENDUM # 1 - PAGE 1 of 95**

**Date out: 8-29-22**

***BID TITLE: CAMERON COUNTY PRECINCT # 4 VARIOUS ROAD PROJECTS, PHASE 2, PROJECT 2***

**BID# 220902**

**DEADLINE: August 21, 2006**

***(IN ORDER TO AVOID DISQUALIFICATION – ALL ADDENDUMS MUST BE SIGNED AND RETURNED BY DEADLINE AND INCLUDED IN THE SEALED RFP PACKAGE SUBMITTED)***

**REPLACE BID WITH THIS ADDENDUM # 1 BID PACKAGE**

Company Name \_\_\_\_\_ Phone # \_\_\_\_\_  
Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

***Must include and return with BID package***



# CAMERON COUNTY Bid Proposal, Contract, & Specifications Documents

# 2022

**PROJECT: CAMERON COUNTY PCT. #4  
VARIOUS ROADS PROJECT  
PHASE II, PROJECT II**

**Bid No. 220902**

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The packet includes all required County forms.

For questions & answers, please contact:

**PROJECT ENGINEER: BENJAMIN L. WORSHAM, P.E., P.T.O.E.**  
COUNTY ENGINEER  
1390 W. EXPRESSWAY 83  
SAN BENITO, TEXAS 78586  
(956) 247-3500

# **BID PROPOSAL, CONTRACT & SPECIFICATIONS**

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## **Cameron County Commissioners' Court**

Hon. Eddie Trevino, Jr.	County Judge
Ms. Sofia C. Benavides	County Commissioner, Pct. 1
Mr. Joey Lopez	County Commissioner, Pct. 2
Mr. David A. Garza	County Commissioner, Pct. 3
Mr. Gustavo Ruiz	County Commissioner, Pct. 4

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## **Cameron County Department of Transportation**

Pete Sepulveda, Jr.	County Administrator
Benjamin L. Worsham, P.E.	County Engineer

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**Note: Section 1 – A & B are to be submitted as part of the Bid Proposal documents.**

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- Instruction for Submitting Bids
- Instruction to Bidders (Special Provisions)
- Technical Special Instruction to Bidders
- Bid Proposal
- List of Sub-Contractors
- Addendum Acknowledgement
- Bid Bond
- Statement of Bidder's Qualifications
- Certificate as to Corporate Principle

**B. CAMERON COUNTY PURCHASING DEPT. FORMS ..... 1-15**  
**(These forms must be submitted with the bid proposal)**

- Attachment A: Vendor References
- Attachment B: Non-Collusion Affidavit of Prime Bidder
- Attachment C: Residence Certification
- Attachment D: Non-Lobbying Certification
- Attachment E: Order Adopting Contracting Rules for Persons Indebted to County
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# SECTION 1-A

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BID PROPOSAL  
DOCUMENTS

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**CAMERON COUNTY  
PURCHASING DEPARTMENT**

**INVITATION TO BID**

**BID NUMBER: 220902**  
(to be issued by purchasing dept.)

**BID TITLE: CAMERON COUNTY PCT. #4 VARIOUS ROADS PROJECT, PHASE II, PROJECT II**

**DATE DUE: 09/13/2022**

**DUE NO LATER THAN 11:00 AM**

Bids will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3<sup>rd</sup> Floor – Room # 345 at 11:01 a.m. (as per Purchasing Dept. time clock) on deadline due date. Bids received later than the date and time above will not be considered. **Please return bid ORIGINAL ONE (1) in sealed envelope.** Be sure that return envelope shows the **Bid Number, Description** and is marked “SEALED BID”.

**RETURN BID TO:** by U.S. mail or delivered to the  
**Cameron County Purchasing Department**  
**County Courthouse**  
**1100 E. Monroe St, 3<sup>rd</sup> Floor, Room 345**  
**Brownsville, Texas 78520.**

For additional information or to request addendum email: Mike Forbes or Dalia Loera at [mforbes@co.cameron.tx.us](mailto:mforbes@co.cameron.tx.us) or [dalia.loera@co.cameron.tx.us](mailto:dalia.loera@co.cameron.tx.us)

**YOU MUST SIGN BELOW IN INK; FAILURE TO SIGN WILL DISQUALIFY THE OFFER.**

**All prices must be typewritten or written in ink.**

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

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

City, State, Zip Code: \_\_\_\_\_

Historically Underutilized Business (State of Texas) Certification VID Number: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ e-mail \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

How did you find out about this Bid? \_\_\_\_\_ (ex: Newspaper, Web, Mail)

**Is Bidder’s principal place of Business within Cameron County? Yes - No (circle one)**

Note: (Your signature attests to your offer to provide the goods and/or services in this bid according to the published provision of this bid. When an award letter is issued, this Bid becomes the contract. If a Bid required specific Contract is to be utilized in addition to this Bid, this signed Bid will become part of that contract. When an additional Contract is required a Bid award does not constitute a contract award and Bid / Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.

Advertisement to be published in the following newspaper(s) classified ads section:

Newspaper(s)

BROWNSVILLE HERALD, BROWNSVILLE TX

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Advertisement to be published on the following dates:

1<sup>ST</sup> Sunday: **08/28/2022**

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2<sup>ND</sup> Sunday: **09/04/2022**

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NOTE: Cameron County will place the AD in the newspaper(s).



## **Cameron County Purchasing Department Instruction for Submitting Bids**

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid and Requests for Quotes.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples. Prior to returning your sealed bid response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web [http://www.co.cameron.tx.us/administration/purchasing\\_department/bids\\_rfp\(q\)\\_and\\_addms\\_and\\_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php) Addendums Column (updated Addendums). These Addendums must be signed and returned with your bid in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual Bid award information can be accessed at: [http://www.co.cameron.tx.us/administration/purchasing\\_department/bids\\_rfp\(q\)\\_and\\_addms\\_and\\_tabs.php](http://www.co.cameron.tx.us/administration/purchasing_department/bids_rfp(q)_and_addms_and_tabs.php) Review this document in its entirety. Be sure your Bid is complete, and double check your Bid for accuracy.

Cameron County is an Equal Employment Opportunity Employer.

Review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.

**GOVERNING FORMS: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Cameron County's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the bidder as such, in the columns to the right on the "Minimum Specifications' Forms". The County's specifications may be exceeded and should be noted by the Vendor as such. Any bid NOT MEETING the Minimum Requirements specified will be rejected.**

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

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this Bid, the Change(s) and addition(s) will be forwarded to all vendors involved (as quickly as possible) in the form of a written addendum only.

Verbal changes to Bids/RFP's/RFQ's must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to Bids / RFP / RFQ will not apply.

**Note: Sign the Vendor's Affidavit Notice. Complete Attachments A, B, C, D, E, F, G, H, I return all with your bid**

### **CONFLICT OF INTEREST QUESTIONNAIRE:**

**For vendor or other person doing business with local governmental entity**

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

**By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed.** See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with County Clerk's Office subject to above instructions can be downloaded at the following web site:

<http://www.co.cameron.tx.us/purchasing/Forms/conflictinterest.pdf>

**DISCLOSURE OF INTERESTS:**

This questionnaire must be filed with the records administrator (County Clerk's Office) of the local government and no later than the 7<sup>th</sup> business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed.**

Every question must be answered. If the question is not applicable, answer with "N/A."

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with County Clerk's Office subject to above instructions.

can be downloaded at the following web site:

<http://www.co.cameron.tx.us/Purchasing/Disclosure%20of%20Interest.pdf>

**TEXAS ETHICS COMMISSION FORM 1295**

All Bids prior to award or award of Contract by Commissioner's Court will require that the Texas Ethics Commission (TEC) Form 1295 Electronic (on line) Vendor filing procedure be completed by Vendor.

All Vendors being recommended to Commissioners Court for award or renewal of award on Agenda must register and obtain a TEC Certification for the specific award. This Certification Form 1295 must be electronically submitted, printed and notarized. Notarized form must be emailed or delivered to County Purchasing Department making the request for form. This process must be completed prior to Commissioners Court Agenda for approval consideration of Bid award. There is no charge for this TEC online process.

Texas Ethics Commission (TEC) Form 1295 must be completed (by firm - on line "New Form 1295 Certificate of Interested Parties Electronic Filing Application" Site at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) )

If any Vendors have questions as to TEC Form 1295 visit the County Purchasing Web site left column tab "Vendor – TEC Form 1295" for more information. TEC Web site links can be found at this location including Question / Answers and Video instructions.

tab Link:

[http://www.co.cameron.tx.us/administration/purchasing\\_department/index.php](http://www.co.cameron.tx.us/administration/purchasing_department/index.php)

**BIDDER SHALL SUBMIT BID ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE BID PACKET.** In the event of inclement weather and County Offices are officially closed on a bid deadline day, bids will be received until 2:00 p.m. of the next business day. Bids will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3<sup>rd</sup> Floor – Room # 345 (as per Purchasing Dept. time clock).

BIDS SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

**BIDDERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION.** All responding bidders are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site: <http://www.co.cameron.tx.us/judge/agenda.htm>

SUCCESSFUL VENDOR WILL BE NOTIFIED BY MAIL. All responding vendors will receive written notification regarding the outcome of the award.

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other bidders, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it should not be made part of your bid package.

**PLEASE NOTE CAREFULLY**

**THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR BID. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

1. Each bid shall be placed in a separate envelope completely and properly identified with the name and number of the bid. Bids must be in the Purchasing Department **BEFORE** the hour and date specified.
2. Bids **MUST** give full firm name and address of the bidder. Failure to manually sign bid will disqualify it. Person signing bid should show **TITLE** or **AUTHORITY TO BIND THE FIRM IN A CONTRACT**.
3. Bids **CANNOT** be altered or amended after deadline time. Any alterations made before deadline time must be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. The County is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN BID.** Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
5. Any Catalog, brand name or manufacturer's reference used in a bid invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. Bids on brand of like nature and quality will be considered. If bid is based on other than reference specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.
6. Samples, when requested, must be furnished free of expense to the County. If not destroyed in examination, they will be returned to the bidder on request, at his expense. Each sample should be marked

with bidder's name, address, and County bid number. DO NOT ENCLOSE OR ATTACH SAMPLE TO BID.

7. Written and verbal inquiries pertaining to bids must give Bid Number and Company.
8. NO substitutions or cancellations permitted without written approval of Director of Purchasing.
9. The County reserves the right to accept or reject all or any part of any bid, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total bid. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable. Cameron County reserves the right to award if only one (1) Bid was received. Cameron County reserves the right to hold all Bids for 60 days from the due date of receipt without actions.
10. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. If both alphabetic and numeric (unit prices) are required and a discrepancy is found between both on the same line item whichever unit price confirms the line total will govern. If neither confirms then the alphabetic price will govern. If there is no line total requested then the alphabetic unit price shall govern. If combined / sum of line totals do not match the Bid total then the Bid total will be corrected to reflect the sum of the line totals. If there is a discrepancy between the alphabetic and numeric Base Bid Total / Total Bid amount, the alphabetic Base Bid Total / Total Bid will take precedence. Bids subject to unlimited price increase will not be considered, but limited to Preventive Maintenance Annual Local Labor Union Wage Rate adjustments. ALL PRICING WILL REMAIN FIRM UNLESS THIS BID ALLOWS FOR OPEN MARKET PRICE INCREASES (AS SO SPECIFIED WITHIN). When inserting number of days or percentage % in Bid (ex: number of days to deliver or install or complete work, etc. or percentage over vendor's cost or percentage discount off list price) avoid using a range (ex: 30-90 days or 15% to 20 % cost plus) but use only one number for number of days or percentage. If a range is used the County will consider the higher number or worst-case scenario from the County's standpoint in making bid comparisons / tabulations.
11. This is a bid inquiry only and implies no obligation on the part of Cameron County.
12. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Cameron County.
13. Partial bids will not be accepted unless awarded by complete category or line item.  
**To be awarded by total bid.**
14. It is expected that the bidder will meet all state and federal safety standards and laws in effect on the date of the bid for the item(s) being specified, and the particular use for which they are meant.
15. It is the responsibility of the bidder or proposer to ask any and all questions the bidder or proposer feels to be pertinent to the bid or proposal. Cameron County shall not be required to attempt to anticipate such questions for bidders or proposers. Cameron County will endeavor to respond promptly to all questions asked.

## **Cameron County Engineering Instructions to Bidders (Special Provisions)**

- 1. It shall be the bidder's responsibility to ensure delivery of his proposal to the proper place and at the proper time.**

- 2. Bids shall be addressed as follows:**  
**Attn: Cameron County Purchasing Dept.**  
**Bid Date: 09/13/2022**  
**Time: 11:00 am**

- 3. Use of Separate Bid Forms:**

These Contract Documents include a complete set of bidding and Contract forms which are for the convenience of bidders and may be detached from the Contract Document, filled out, and executed.

- 4. Interpretations of Addenda:**

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the County Engineer. Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Engineer at least three days before Bids are opened. In addition, all Addenda will be mailed or telecopy to each person holding contract Documents, but it shall be the Bidder's responsibility to inquire as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

- 5. Inspection of Site:**

Each Bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there, relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract documents.

The Contractor by the execution of the Contract shall in no way be relieved of any obligation under it, due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing, and the Owner will be justified in rejecting any claim based on facts regarding which the Contractor should have been on notice as a result thereof.

- 6. Alternative Bids:** No alternative bids will be considered unless alternative bids are specifically requested by the technical specifications, or bid proposal package. Base bids must be provided for each item, even though an alternative bid item is also specified.

**7. Bids:**

- A. All Bids must be submitted on forms supplied by the Owner and shall be subject to all requirements of the Contract Documents including the Drawings, and these **INSTRUCTIONS TO BIDDERS**. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.
- B. Bid Documents including the Bid, the Bid Guaranty, the Non-Collusion Affidavit and the Statement of Bidder's Qualifications (If required) shall be enclosed in an envelope, which shall be sealed and clearly labeled with the words "Bid Documents", name of Bidder, date and time of the Bid opening in order to guard against premature opening of the Bid.
- C. The Owner may consider as irregular any Bid on which there is an alteration to or departure from the Bid Form hereto attached and at its option may reject the same.
- D. If the contract is awarded, it will be awarded by the Owner to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.
- E. Each Bidder shall include in his Bid the following information:

Principals

Names

Social Security Number

Home addresses, including City, State & Zip Code

Firm

Name

Treasury Number

Address

City, State & Zip Code

**8. Bid Guaranty:**

- A. The Bid must be accompanied by a Bid Guaranty which shall not be less than 5 percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty
- B. may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a bid bond in the form attached. The Bid bond shall be secured by a guaranty or a surety company Licensed to do business in the State of Texas. The amount of such Bid bond shall be within the maximum amount specified for such Company. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of County of Cameron. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract documents.

- C. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of ten percent (10%) of the original Bid, the Bid will not be considered.
- D. Certified checks or bank drafts, or the amount thereof, Bid Bonds and negotiable U.S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

**9. Collusive Agreement:**

- A. Each Bidder submitting a Bid to the Owner for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, an affidavit substantially in the form herein provided, to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any Bid submitted.
- B. Before executing any subcontract the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form to be provided by the Owner. Copies are available upon request.

**10. Statement of Bidder's Qualifications:**

Each Bidder shall submit on the form furnished for that purpose a statement of the Bidder's qualifications, his experience record in organization and equipment available in the contract, his organization and equipment available for the work contemplated and, when specifically requested by the Owner, a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the owner all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the contract.

**11. Sub-Contractors:**

All Sub-Contractors must be approved by the Owner. A list of all proposed Sub-Contractors must be furnished to the Owner, prior to the start of construction.

**12. Interpretation of Quoted Prices:**

In case of difference in written words and figures in a Proposal, the amount stated in written words shall govern.

**13. Unit Prices:**

The unit price for each of the several items in the proposal of each Bidder shall include its pro rata share of overhead for both labor and materials so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation

allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost shall not increase or decrease the original contract award price by more than twenty-five percent (25%), except for work not covered in the Drawings and Technical Specifications.

**14. Rejection of Bids:**

Bids may be rejected if they show any alteration of works or figures, additions not called for, conditional or uncalled for alternate bids, incomplete bids, any alteration or words or figures, or erasures not initialed by the person or persons signing the proposal, or irregularities of any kind.

- 15. Time for Receiving Bids:** Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the County that the late arrival of the bid was solely due to delay in the mails for which the bidder was not responsible, such bid will be received and considered.

**16. Opening of Bids:**

The County shall, at the time and place fixed for the opening of bids, cause each bid to be publicly opened and read aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

**17. Withdrawal of Bids:**

Bids may be withdrawn on written **or telegraphic request** dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

**18. Award of Contract: Rejection of Bids**

- A. The Contract will be awarded to the responsible Bidder submitting the lowest responsive Bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- B. The Owner reserves the right to consider as unqualified to do work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this Contract.
- C. Time is of the essence in this Contract and the Owner may weigh the calendar days or working days bid in award of the Contract. The calendar days or working days will be valued equal to the liquidated damages charged per day of delay.



**19. Execution of Agreement: Performance and Payment Bond**

- A. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver the Owner an Agreement in the form included in the Contract Documents **in** such number of copies as the Owner may require (not to exceed four (4) copies).
  
- B. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him, in performing the work. Such bond shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date sub-sequent to that of the Agreement.

The current **Power of Attorney** for the person who signs for any surety company and issued be attached to such bond. This bond shall be signed by a guaranty or surety company authorized to do business in the State of Texas.

- C. The failure of the successful Bidder to execute such Agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount of the Bid and the amount of which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising, the defaulting bidder shall have no claim against the Local **Public** Agency for a refund.
  
  - D. Full (100%) performance and payment bonds are required on all contracts in excess of \$25,000.00. The only exception is that if the contract is less than \$50,000.00, the entity may hold all payment, with no interim payments made, until final completion and presentation of lien releases from all subcontractors and suppliers, in lieu of the performance bond. Such bonds **must be issued** by a corporate surety authorized to do business in the State of Texas.
- 20.** This project will be awarded for construction in accordance with these specifications and upon approval by the Owner.
- 21. Insurance:** The Contractor and his sureties shall indemnify and hold harmless the Owner and all its officials, agents, and employees from all suits, action or claims of any character, name and description brought for, or on account of any injuries or damages received or sustained by any person or persons or property, by or from said Contractor or his employee or by or in consequence

of any negligence in safeguarding the work or by or on account of any claims or amounts recovered under the Workmen's Compensation Laws or any other law, ordinance, order or decree.

As further and additional evidence of such indemnifications the contractor shall furnish Certificates of Insurance providing that his interests are adequately covered by the following minimum requirements:

A. **Workmen's Compensation:** Statutory Requirements

B. **General Liability:**

1. Bodily Injury	\$ 300,000	\$300,000
2. Property Damage	\$ 100,000	\$ 100,000
3. Personal Injury		\$ 300,000

C. **Vehicular Liability:**

1. Bodily Injury	\$ 250,000	\$500,000
2. Property Damage		\$100,000

This coverage is to include all cars and trucks, equipment owned, rented, hired or leased and others of non-ownership nature used by employees in and around or in connection with this Contract.

D. Public Liability - Contractor's Protective:

1. Bodily injury	\$ 100,000. - \$ 300,000.
2. Property damages	\$ 100,000. - \$ 100,000.

22. **Certificate of Insurance:**

The successful bidder will furnish a completed Certificate of Insurance with the executed contract. This Certificate of Insurance shall include all applicable policies and their numbers. These policies will cover all sub-contractors and the sub-contractors Certificate of Insurance will also be submitted covering the same amount stated above for the Contractor.

23. In case of discrepancies or conflicts between the specifications, bid documents or contract documents, the following order of priority shall govern:

1. Bid Documents
2. Instructions to Bidders
3. Special Instructions to Bidders
4. Supplemental General Conditions
5. Technical specifications
6. Standard Form of Agreement
7. Special Conditions of the Agreement
8. Other Contract Documents

24. **The award of the low bid does not constitute award of a contract. A contract will be binding on both parties when executed by both parties and a purchase order is issued.**

## **County Engineering Technical Special Instructions to Bidders**

---

### **1. DRAWINGS/PLANS**

The Contractor shall review the drawings for this particular project and plan his work to be compatible with conditions shown on the drawings.

Discrepancies between drawings and specifications shall promptly be brought to the attention of the County Engineer.

### **2. PROVISIONS FOR TRAFFIC**

The Contractor shall be required to accommodate traffic circulation at all times. The traveling public shall be protected from hazards through the construction site area.

The Contractor shall provide for barricades, signs, cones, lights, signals and other such type devices for protection of the Public and for handling traffic within the project area, and such will be provided in accordance with the Texas Manual on Uniform Traffic Control Devices, (TMUTCD). (The Engineer may direct that additional control devices or flagmen be placed if in his opinion they are warranted.)

The above shall be provided at no additional cost to the Owner.

### **3. UNDERGROUND UTILITIES**

The drawings show as much information as can be reasonably obtained by an Engineering survey party and from City, County and Utility Company records regarding the location and nature of pipelines, storm sewers, water lines, sanitary sewer, telephone conduits, etc. However, the accuracy or completeness of such information is not guaranteed. It shall be the Contractor's responsibility to locate such underground features sufficiently in advance to preclude damage to same, by contacting owners of same or any other means required to complete construction. The Contractor shall be responsible to remove and relocate all drainage culverts, fencing, mail boxes and etc. at no additional cost to the Owner.

In the event of damage to underground facilities whether shown or not in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service at no increase in the Contractor's price and all such repairs shall conform to the requirements of the company or agency servicing the facility. Payment will be made only on those utility adjustments for which a bid item has been proposed on this contract. All other utility adjustments damaged or disturbed by the Contractor will be returned to satisfactory service at no additional cost to the owner.

### **4. WORK ON PRIVATE PROPERTY**

The Contractor will contact all property owners and make arrangements for accessing these properties to perform this work. The Contractor shall then inspect each site to determine all particulars involved in performing this work. The Contractor shall then review the proposed work with the property owner and the Engineer or their designated representatives.

The Contractor shall specifically note that all yard areas, landscaping, or other improvements shall be replaced to their original or better condition unless otherwise approved in writing by the property owner. It is strongly recommended that the Contractor obtain adequate photographic or video documentation of all existing property conditions and/or improvements prior to beginning any work on private property and upon completion of the work and site restoration. Any disputes arising between the property owner and the Contractor on properties that have not been properly documented will typically be ruled in favor of the property owner. All work done on private property shall carry the same one year warranty as provided for in the contract documents.

#### 5. TESTING OF MATERIALS

Testing shall be done by an independent laboratory and paid for directly by the owner. The cost of any failure shall be reimbursed to the owner by the Contractor. Testing results shall be submitted to the Engineer for review and approval.

#### 6. SURPLUS EXCAVATION

Soil taken from the excavation may be spread on the adjacent areas with permission from the property owners. Written approval must be provided to the Engineer prior to placement. If no adjacent areas can be found it shall be the Contractor's responsibility to complete legal disposal.

Old concrete, objectionable material and all obstructions are to be removed off the project regardless whether or not they are shown **on** the plans. Separate payment will be made for this work. Material must be disposed of in a legal manner.

#### 7. FINAL GRADING CLEAN-UP

It is the intent of these specifications that the entire project site be uniformly graded and dressed to provide a smooth pleasing appearance of all disturbed areas.

#### 8. DEMOLITION/CONSTRUCTION NOTICE REQUIREMENT

Contractor shall notify the Cameron County Engineering Department at least 72 hours prior to commencing demolition/construction.

Contractor shall notify other Entities and Utility Companies affected by this project at least 48 hours prior to commencing demolition/construction.

#### 9. ADDITIONAL PROJECT REQUIREMENTS

N/A

To: Cameron County

Ladies/Gentlemen:

The undersigned hereby proposes to furnish all labor and materials, tools, and necessary equipment, and to perform the work required for:

**CAMERON COUNTY PCT. #4 VARIOUS ROADS PROJECT, PHASE II, PROJECT II**

at the locations set out by the plans and specifications and in strict accordance with the contract documents for the following prices, to-wit:

**BASE BID:** \_\_\_\_\_ (\$ \_\_\_\_\_)

**ALT BID #1:** \_\_\_\_\_ (\$ \_\_\_\_\_)

**PROJECT TIMELINE:** 80 WORKING DAYS

**BID ITEMS:**

The undersigned hereby declares that they have visited the site and has carefully examined the plans, specifications and contract documents relating to the work covered by their bid or bids, that they agree to do the work, and that no representations made by the County are in any sense a warranty, but are mere estimates for the guidance of the Contractor.

Upon notification of award of contract, we will within ten (10) calendar days execute the formal contract and will deliver a Performance Bond (as required) for the faithful performance of this contract and a Payment Bond (as required) to insure payment for all labor and materials. The bid bond attached to this proposal, in the amount of 5% of the highest amount bid is to become the property of Cameron County in the event the contract and bonds are not executed within the time above set forth as liquidated damages for the delay and additional work caused thereby.

The undersigned further declares that they will provide all necessary tools and apparatus, do all the work and furnish all materials and do everything required to carry out the above-mentioned work covered by this proposal, in strict accordance with the contract documents and the requirements pertaining thereto, for the sum or sums above set forth.

# BID PROPOSAL

The undersigned, having examined the Plans, Specifications, Instructions to Bidders, and other proposed Contract Documents, and having visited the site and examined the conditions affecting the work, hereby proposed to do all the work and to furnish all necessary superintendence, labor, machinery, equipment, tools, materials and complete all the work upon which he binds, all as required by said Contract Documents, and binds himself, upon acceptance to the form prescribed by the Owner, for performing and completing the said work within the time stated, and maintaining the same during construction, or as otherwise required by the detailed specifications, for the following stated amount, to wit:

## CAMERON COUNTY

### CAMERON COUNTY PCT. #4 VARIOUS ROADS PROJECT, PHASE II, PROJECT II

-----  
**PROJECT NAME**

Place: **Cameron County Purchasing Department, Purchasing Department, 1100 E. Monroe St. 3<sup>rd</sup> Floor,  
Rm. 345, Brownsville, Texas 78520**

Date: **09/13/2022; 11:00 AM**

Proposal of \_\_\_\_\_,  
a corporation organized and existing under the laws of the State of \_\_\_\_\_.  
**or** a Partnership or Individual doing business as \_\_\_\_\_.

## **ITEMIZED BID**

(See Following Sheet for Itemized Bid)

CAMERON COUNTY PCT. 4 VARIOUS ROADS PROJECT PHASE II PROJECT II						
Item	Code	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
104	6017	REMOVING CONC (DRIVEWAYS) _____ DOLLARS and _____ CENTS	SY	122.00		
247	6225	FLEX. BASE (RDWY DEL)(TY E GR 4)(FINAL POS)(6") _____ DOLLARS and _____ CENTS	CY	976.00		
251	6036	REWORK BS MTL (TY C)(8") (DENS CONT) _____ DOLLARS and _____ CENTS	SY	5,857.00		
260	6007	LIME TRT (NEW BASE)(6") _____ DOLLARS and _____ CENTS	SY	5,857.00		
260	6043	LIME (HYD, COM, OR QK)(SLURRY) _____ DOLLARS and _____ CENTS	TON	33.00		
310	6027	PRIME COAT (MC-30 OR AE-P) (0.2 GAL/SY) _____ DOLLARS and _____ CENTS	GAL	1,172.00		
316	6508	ASPH (SPG 79-13) (0.32 GAL/SY) _____ DOLLARS and _____ CENTS	GAL	1,874.00		
316	6462	AGGR (TY-PD GR-4P SAC-B) (1 CY/120 SY) _____ DOLLARS and _____ CENTS	CY	49.00		
340	6104	D-GR HMA (SQ) TY-D SAC-B PG64-22 _____ DOLLARS and _____ CENTS	TON	581.00		
400	6006	CUT & RESTORING PAV _____ DOLLARS and _____ CENTS	SY	16.00		
464	6003	RC PIPE (CL III) (18 IN) _____ DOLLARS and _____ CENTS	LF	96.00		
467	6356	SET ( TY 2) (18") (RCP) (3:1) ( C ) _____ DOLLARS and _____ CENTS	EA	4.00		



CAMERON COUNTY PCT. 4 VARIOUS ROADS PROJECT PHASE II PROJECT II						
Item	Code	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
467	6357	SET ( TY 2) (18") (RCP) (3:1) ( P ) _____ DOLLARS and _____ CENTS	EA	4.00		
480	6001	CLEAN EXIST CULVERTS (DRVWY PIPES) _____ DOLLARS and _____ CENTS	EA	17.00		
496	6007	REMOV STR (PIPE) _____ DOLLARS and _____ CENTS	LF	48.00		
500	6001	MOBILIZATION _____ DOLLARS and _____ CENTS	LS	1.00		
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING _____ DOLLARS and _____ CENTS	MO	2.00		
506	6020	CONSTRUCTION EXIT (INSTALL) (TY I) _____ DOLLARS and _____ CENTS	SY	156.00		
506	6024	CONSTRUCTION EXIT (REMOVE) _____ DOLLARS and _____ CENTS	SY	156.00		
506	6038	TEMP SEDMT CONT FENCE (INSTALL) _____ DOLLARS and _____ CENTS	LF	250.00		
506	6039	TEMP SEDMT CONT FENCE (REMOVE) _____ DOLLARS and _____ CENTS	LF	250.00		
530	6901	DRIVEWAYS _____ DOLLARS and _____ CENTS	SY	102.00		
560	6011	MAILBOX INSTALL-S (TWW-POST) TY 4 _____ DOLLARS and _____ CENTS	EA	2.00		
644	6027	INS SM RD SN SUP&AM TY S80 (1) SA (P) _____ DOLLARS and _____ CENTS	EA	3.00		

CAMERON COUNTY PCT. 4 VARIOUS ROADS PROJECT PHASE II PROJECT II						
Item	Code	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
644	6076	REMOVE SM RD SN SUP&AM _____ DOLLARS and _____ CENTS	EA	2.00		
666	6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL) _____ DOLLARS and _____ CENTS	LF	14.00		
666	6120	RE PM (Y) 4" (BRK) (100MIL) _____ DOLLARS and _____ CENTS	LF	469.00		
666	6126	RE PM (Y) 4" (SLD) (100MIL) _____ DOLLARS and _____ CENTS	LF	800.00		
672	6009	REFL PAV MRKR TY II-A-A _____ DOLLARS and _____ CENTS	EA	23.00		

TOTAL BID \$

TOTAL IN WORDS

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will prevail.)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids to waive any minor informalities in the bidding.

ADDITIVE ALTERNATIVE NO. 1						
Item	Code	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
104	6017	REMOVING CONC (DRIVEWAYS) _____ DOLLARS and _____ CENTS	SY	12.00		
247	6225	FLEX. BASE (RDWY DEL)(TY E GR 4)(FINAL POS)(6") _____ DOLLARS and _____ CENTS	CY	486.00		
251	6036	REWORK BS MTL (TY C)(8") (DENS CONT) _____ DOLLARS and _____ CENTS	SY	2,794.00		
260	6007	LIME TRT (NEW BASE)(6") _____ DOLLARS and _____ CENTS	SY	2,794.00		
260	6043	LIME (HYD, COM, OR QK)(SLURRY) _____ DOLLARS and _____ CENTS	TON	16.00		

CAMERON COUNTY PCT. 4 VARIOUS ROADS PROJECT PHASE II PROJECT II						
Item	Code	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
310	6027	PRIME COAT (MC-30 OR AE-P) (0.2 GAL/SY) _____ DOLLARS and _____ CENTS	GAL	559.00		
316	6508	ASPH (SPG 79-13) (0.32 GAL/SY) _____ DOLLARS and _____ CENTS	GAL	894.00		
316	6462	AGGR (TY-PD GR-4P SAC-B) (1 CY/120 SY) _____ DOLLARS and _____ CENTS	CY	24.00		
340	6104	D-GR HMA (SQ) TY-D SAC-B PG64-22 _____ DOLLARS and _____ CENTS	TON	290.00		
420	6901	CL C CONC. (MANHOLE CONC COLLAR) _____ DOLLARS and _____ CENTS	EA	3.00		
464	6003	RC PIPE (CL III) (18 IN) _____ DOLLARS and _____ CENTS	LF	56.00		
467	6357	SET ( TY 2) (18") (RCP) (3:1) ( P ) _____ DOLLARS and _____ CENTS	EA	2.00		
480	6001	CLEAN EXIST CULVERTS (DRVWY PIPES) _____ DOLLARS and _____ CENTS	EA	21.00		
496	6007	REMOV STR (PIPE) _____ DOLLARS and _____ CENTS	LF	35.00		
500	6001	MOBILIZATION _____ DOLLARS and _____ CENTS	LS	1.00		
502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING _____ DOLLARS and _____ CENTS	MO	2.00		
506	6020	CONSTRUCTION EXIT (INSTALL) (TY I) _____ DOLLARS and _____ CENTS	SY	156.00		

CAMERON COUNTY PCT. 4 VARIOUS ROADS PROJECT PHASE II PROJECT II						
Item	Code	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
506	6024	CONSTRUCTION EXIT (REMOVE) _____ DOLLARS and _____ CENTS	SY	156.00		
506	6038	TEMP SEDMT CONT FENCE (INSTALL) _____ DOLLARS and _____ CENTS	LF	60.00		
506	6039	TEMP SEDMT CONT FENCE (REMOVE) _____ DOLLARS and _____ CENTS	LF	60.00		
530	6002	INTERSECTIONS (ACP) _____ DOLLARS and _____ CENTS	SY	183.00		
530	6901	DRIVEWAYS _____ DOLLARS and _____ CENTS	SY	50.00		
644	6027	INS SM RD SN SUP&AM TY S80 (1) SA (P) _____ DOLLARS and _____ CENTS	EA	5.00		
644	6076	REMOVE SM RD SN SUP&AM _____ DOLLARS and _____ CENTS	EA	5.00		
666	6042	REFL PAV MRK TY I (W) 12" (SLD) (100MIL) _____ DOLLARS and _____ CENTS	LF	80.00		
666	6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL) _____ DOLLARS and _____ CENTS	LF	24.00		
666	6120	RE PM (Y) 4" (BRK) (100MIL) _____ DOLLARS and _____ CENTS	LF	188.00		
666	6126	RE PM (Y) 4" (SLD) (100MIL) _____ DOLLARS and _____ CENTS	LF	800.00		
672	6009	REFL PAV MRKR TY II-A-A _____ DOLLARS and _____ CENTS	EA	10.00		

CAMERON COUNTY PCT. 4 VARIOUS ROADS PROJECT PHASE II PROJECT II						
Item	Code	UNIT BID PRICE ONLY, WRITTEN IN WORDS	Unit	Approx. Quantities	UNIT BID PRICE ONLY, WRITTEN IN FIGURES	ITEM COST WRITTEN IN FIGURES
5901	6003	ACP SPEED HUMP (INSTALL)	EA	1.00		
		_____ DOLLARS				
		and _____ CENTS				

ADDITIVE ALTERNATIVE NO. 1 TOTAL BID \$

ADDITIVE ALTERNATIVE NO. 1 TOTAL IN WORDS

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will prevail.)  
 The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc.,  
 to cover the finished work of the several kinds called for.  
 Bidder understands that the Owner reserves the right to reject any or all bids to waive any minor informalities in the bidding.

# LIST OF SUBCONTRACTORS

To be submitted in a separate envelope with the Bid Proposal

Project: **CAMERON COUNTY PCT. #4 VARIOUS ROADS PROJECT, PHASE II, PROJECT II**

To: Cameron County

The undersigned submit the following names of subcontractors to be used in performing the Contract. Each subcontractor is required to submit a standard Qualification Statement clearly indicating prior project experience and references.

<b>SUBCONTRACTORS TYPE/OTHER</b>	<b>NAME</b>
1. Site Work and Paving	_____
2. Concrete	_____
3. Masonry	_____
4. Finish Carpentry	_____
5. Plaster	_____
6. Wood Flooring	_____
7. Painting	_____
8. Elevator	_____
9. HVAC	_____
10. Plumbing	_____
11. Electrical	_____
12. Environmental	_____
13. Other	_____

All Qualification Statements will be reviewed by the Project Engineer or the Project Architect, who will make appropriate recommendations to Cameron County.

## ADDENDUM ACKNOWLEDGEMENT

Receipt of the following addenda is acknowledged (addenda number):

---

Respectfully Submitted:

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

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

Address: \_\_\_\_\_  
(P.O. Box) (Street)

\_\_\_\_\_  
(City) (State) (Zip)

Telephone: \_\_\_\_\_  
(Area Code)

**NOTE:** Do not detach bid from other papers. Fill in with ink and submit complete with attached papers.

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, \_\_\_\_\_ as PRINCIPAL, AND \_\_\_\_\_, as SURETY are held and firmly bound unto **Cameron County** hereinafter called the OWNER in the penal sum of \_\_\_\_\_ percent not to exceed \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, which whereas the Principal has submitted the accompanying Bid, dated \_\_\_\_\_, 2022, for \_\_\_\_\_.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter in such Contract and give such bond within the time specified, the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work of supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 2022 the name and corporate seal of each corporate party being here to affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST: \_\_\_\_\_ Affix Corporate Seal  
BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_ Affix Corporate Seal  
BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_ Affix Corporate Seal  
BY: \_\_\_\_\_

Countersigned  
BY: \_\_\_\_\_ Attorney-in Fact, State of \_\_\_\_\_



**STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he desires.

Name of Bidder: \_\_\_\_\_ Date Organized \_\_\_\_\_  
Address: \_\_\_\_\_ Date Incorporated \_\_\_\_\_  
Number of years in contracting business under present name \_\_\_\_\_.

**CONTRACTS ON HAND:**

Contract	Amount \$	Completion Date
_____	_____	_____
_____	_____	_____

Type of work performed by your company:

\_\_\_\_\_

Have you ever failed to complete any work awarded to you? \_\_\_\_\_

Have you ever defaulted on a contract? \_\_\_\_\_

List the projects most recently completed by your firm (include projects of similar importance):

Project	Amount \$	Mo/Yr. completed
_____	_____	_____
_____	_____	_____

Major equipment available for this contract:

\_\_\_\_\_

Attach a resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Credit available: \$ \_\_\_\_\_ Bank reference: \_\_\_\_\_

The undersigned hereby authorizes and requests any person, firm, or corporations to furnish any information requested by the \_\_\_\_\_ in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

By: (signature) \_\_\_\_\_ Title: \_\_\_\_\_

(Print Name) \_\_\_\_\_

## CERTIFICATE AS TO CORPORATE PRINCIPLE

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_, Secretary of the Corporation named as principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the principal was then \_\_\_\_\_ of Said corporation; that I know their signature, and their signature there to in genuine; and that Said bond was duly signed, and attested to for and in behalf of said corporation by authority of this governing body.

\_\_\_\_\_  
(Corporate Seal)

Title \_\_\_\_\_

Power-of- Attorney for person signing for Surety Company must be attached to bond.

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# SECTION 1-B

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CAMERON COUNTY  
PURCHASING DEPT.  
FORMS  
ATTACHMENTS A – I

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**ATTACHEMENT A**  
**THIS FORM MUST BE ATTACHED TO THE BID PROPOSAL**

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**VENDOR REFERENCES**

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this bid.

***THIS FORM MUST BE RETURNED WITH YOUR BID.***

<b>REFERENCE ONE</b>
----------------------

Government/Company/Name:

\_\_\_\_\_

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

Contact/Person/and Title:

\_\_\_\_\_

Phone/\_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

<b>REFERENCE TWO</b>
----------------------

Government/Company/Name:

\_\_\_\_\_

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

Contact/Person/and Title:

\_\_\_\_\_

Phone/\_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

<b>REFERENCE THREE</b>
------------------------

Government/Company/Name:

\_\_\_\_\_

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

Contact/Person/and Title:

\_\_\_\_\_

Phone/\_\_\_\_\_ e-mail address: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work \_\_\_\_\_

**ATTACHMENT B**  
**THIS FORM MUST BE ATTACHED TO THE BID PROPOSAL**

---

STATE OF TEXAS  
COUNTY OF CAMERON

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of \_\_\_\_\_, on this day personally appeared \_\_\_\_\_ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing Bid submitted by \_\_\_\_\_ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said Bid has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other Bidder. The Bidder is not a member of any trust, pool, or combination to control the price of products or services Bid on, or to influence any person to Bid or not to Bid thereon. I further affirm that the Bidder has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted Bid. The contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid.

Name and Address of Bidder:

\_\_\_\_\_  
\_\_\_\_\_

Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

\_\_\_\_\_  
Signature

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

SWORN AND SUBSCRIBE BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for County \_\_\_\_\_ State \_\_\_\_\_

**ATTACHMENT C**  
**THIS FORM MUST BE ATTACHED WITH THE BID PROPOSAL**

---

**RESIDENCE CERTIFICATION**

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Cameron County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

“Nonresident bidder” refers to a person who is not a resident.

“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.

I certify that \_\_\_\_\_ is a Resident  
(Company Name)  
Bidder of Texas as defined in Government Code §2252.001.

I certify that \_\_\_\_\_ is a Nonresident  
(Company Name)

Bidder as defined in Government Code §2252.001 and our principal place of business is

\_\_\_\_\_  
(City and State)

**ATTACHMENT D**  
**THIS FORM MUST BE ATTACHED TO THE BID PROPOSAL**

---

**NON - LOBBYING CERTIFICATION**

**CAMERON COUNTY EXPRESSLY REQUESTS THAT BIDDERS / PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDER'S / PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BIDDERS / PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-BID OR PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT /PURCHASING DEPARTMENT AT ANY TIME.**

01. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any member of Commissioners Court, any County Official, or an Evaluation Committee member concerning this Invitation to Bid/RFP/RFQ, other than questions to the Assistant County Auditor/Purchasing Officer?

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02. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any other Bidder or Proposer concerning this Invitation to Bid/RFP/RFQ?

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(Signature of person submitting this Bid)

---

Date

**ATTACHMENT E**  
**THIS FORM MUST BE ATTACHED TO THE BID PROPOSAL**

---

**ORDER NO. 2007O2005**

THE STATE OF TEXAS       §  
  §  
COUNTY OF CAMERON       §

**ORDER ADOPTING CONTRACTING RULES FOR PERSONS INDEBTED TO COUNTY**

WHEREAS, pursuant to V.T.C.A., Local Government Code, Section 262.0276, a commissioners court is authorized to adopt rules permitting a county to refuse to enter into a contract or other transaction with a person indebted to the county;

WHEREAS, the Commissioners Court of Cameron County finds it is in the best interest of Cameron County to adopt such rules;

NOW THEREFORE, BE IT ORDERED by the Commissioners Court of Cameron County, that the following rules be adopted regarding Cameron County and persons interested in doing business with Cameron County:

1. Cameron County may refuse to enter into a contract or other transaction with a person with a past due debt to Cameron County, including delinquent ad valorem taxes, even if the person is the lowest bidder or successful proposer; and
2. **For purposes of this Order, a debt is past due if it is not received in the County Treasurer's Office by the due date in a written agreement or notice, and ad valorem taxes are past due if not received in the County Tax Assessor/Collector's Office by February 1<sup>st</sup> following the January 1<sup>st</sup> on which the ad valorem taxes are due.**
3. For purposes of this Order, a person includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Cameron County requiring approval by the Commissioners Court.

**ADOPTED this 13 day of March, 2007.**

Taxpayer Identification Number (T.I.N.): \_\_\_\_\_

Cameron County Acct #'s: Real Estate \_\_\_\_\_ Personal Property \_\_\_\_\_

01. Is the person or the firm submitting this Bid current with all local and State taxes?

\_\_\_\_\_  
Signature of person submitting this Bid

\_\_\_\_\_  
Date



**ATTACHMENT F**  
**THIS FORM MUST BE ATTACHED TO THE BID PROPOSAL**

---

**CERTIFICATION**  
**Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

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

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

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

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

Date: \_\_\_\_\_

If the Bidder / Proposer is unable to certify to all of the statements in this Certification, such Bidder / Proposer should attach an explanation to this Bid / Proposal.

**Architects, Engineers, Construction**

The applicant certifies, to the best of his or her knowledge and belief, that the information noted below for it and its principals are accurate:

- a. List all previous law suits with Public entities and the results of such suits over the past 7 years.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- b. List all projects that have exceeded Budget, what % over budget and why – over the past 5 years.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- c. List all projects that have exceeded the project completion due date, how many days over and why – over the past 5 years.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company's Name: \_\_\_\_\_

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

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

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

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

Date: \_\_\_\_\_

If the Bidder / Proposer is unable to certify to all of the statements in this Certification, such Bidder / Proposer should attach an explanation to this Bid / Proposal.

***THIS FORM MUST BE RETURNED WITH YOUR BID***

*(attach pages if necessary due to space limitations)*

**ATTACHMENT G**  
**THIS FORM MUST BE ATTACHED TO THE BID PROPOSAL**

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**CONFLICT OF INTEREST QUESTIONNAIRE**

**NOTE: MUST BE FILLED OUT AND SUBMITTED WITH THE BID/RFP/RFQ. IF DISCLOSING: BIDDER / PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK'S OFFICE. THE PURCHASING DEPT. WILL NOT BE FILING ON THE BIDDER'S BEHALF.**

**For vendor or other person doing business with local governmental entity**

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This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**1. Name of person doing business with local governmental entity.**

OFFICE USE ONLY    Date Received:
-----------------------------------

2.  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money .**

**4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

**CONFLICT OF INTEREST QUESTIONNAIRE (CON'T)**

**For vendor or other person doing business with local governmental entity**

**5. Name of local government officer with whom filer has affiliation or business relationship.  
(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes     No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes     No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes     No

D. Describe each affiliation or business relationship.

**6. Describe any other affiliation or business relationship that might cause a conflict of interest.**

7. Does any individual with the firm submitting BID, RFP, RFQ have any business relationship with any County Official or County employee within the third degree of Consanguinity kinship or the second degree of Affinity kinship? (see attached Nepotism Chart)

\_\_\_\_\_  
Signature of person doing business with the governmental entity

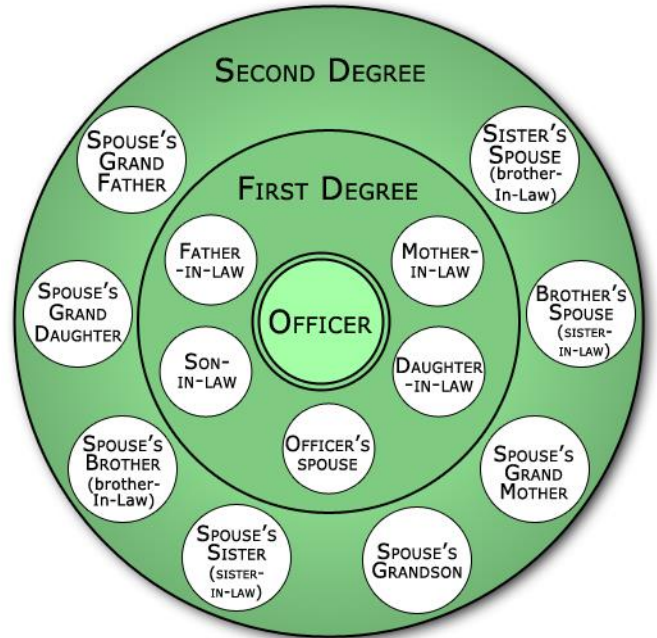
\_\_\_\_\_  
Date

## NEPOTISM CHART

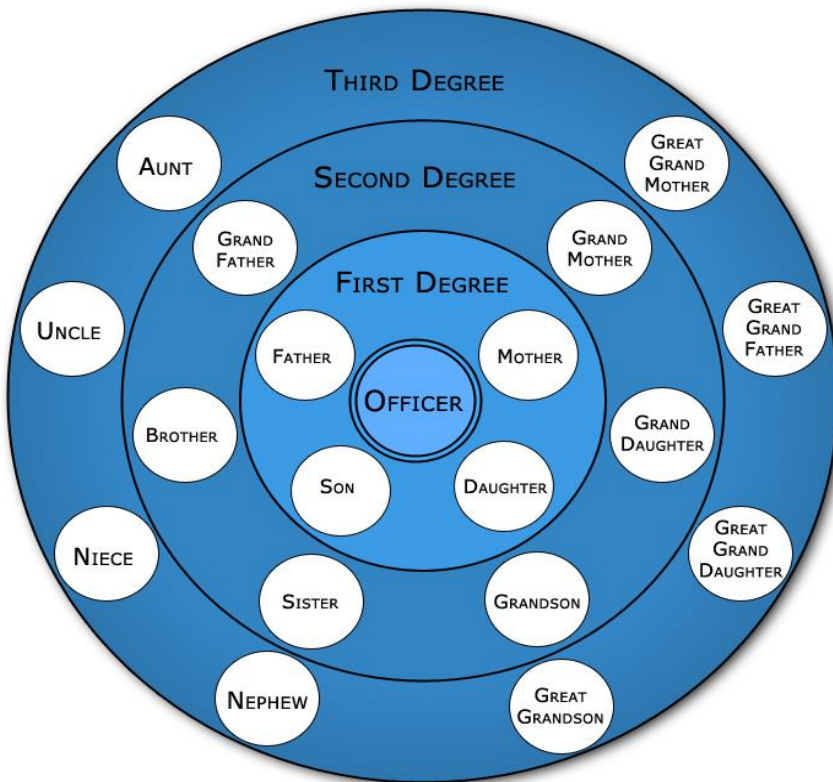
The chart below shows

- **Affinity Kinship** (relationship by marriage)
  - **Consanguinity Kinship** (relationship by blood)
- for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

### AFFINITY KINSHIP Relationship by Marriage



### CONSANGUINITY KINSHIP Relationship by Blood



**ATTACHMENT H**  
**THIS FORM MUST BE ATTACHED TO THE BID PROPOSAL**

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**DISCLOSURE OF INTERESTS**

**MUST BE FILLED OUT AND SUBMITTED WITH THE BID/RFP/RFQ. IF DISCLOSING: BIDDER / PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK'S OFFICE.**

**THE PURCHASING DEPT. WILL NOT BE FILING ON THE BIDDER'S BEHALF**

Cameron County, Texas requires all persons or firms seeking to do business with the County to provide the following information. Every question must be answered. If the question is not applicable, answer with "N/A." By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government.

Date \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

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

City & State: \_\_\_\_\_

FIRM is:

1. Corporation	( )
2. Partnership	( )
3. Sole Owner	( )
4. Association	( )
5. Other	( ) _____

- a) For purpose of this chapter, a person has a substantial interest in a business entity if :
- (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
  - (2) funds received by the person from the business entity exceeds 10 percent of the person's gross income for the previous year.
- b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.

**DISCLOSURE OF INTERESTS (CONTINUED)**

- c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

Name	Title	Department

**CERTIFICATE**

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Cameron County as changes occur.

Certifying Person: \_\_\_\_\_ Title: \_\_\_\_\_  
(Type or Print)

Signature of Certifying Person: \_\_\_\_\_ Date: \_\_\_\_\_



**HOUSE BILL 89 VERIFICATION (REVISED)**

I, \_\_\_\_\_, *[Person Name]*  
the undersigned representative of \_\_\_\_\_  
*[Company or Business Name]*

(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby depose and verify that the Company named above, under the provisions of Subtitle F, Title 10, Texas Government Code Chapter 2270:

- 1. Does not currently boycott the country of Israel; and
- 2. Will not boycott the country of Israel during the term of the contract with Cameron County, Texas.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Pursuant to Section 2270.001, Texas Government Code:*

- 1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*
- 3. *Pursuant to Section 2270.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response. (HB 793 – exemptions).*

**EXEMPTIONS APPLY TO THE FOLLOWING:**

- between a governmental entity and a company with less than 10 full-time employees*
- has a value of less than \$100,000 paid wholly or partly from public funds of the governmental entity*

**THIS FORM MUST BE RETURNED WITH YOUR BID**



## DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each “employee, elected official, or member of Commissioners Court” of Cameron County having Substantial Interest in Business Entity **Local Govt. Code 171.002**



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# SECTION 2

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CONTRACT  
DOCUMENTS

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STANDARD FORM OF AGREEMENT

STATE OF TEXAS §

COUNTY OF CAMERON §

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2022, by and between the COUNTY OF CAMERON in the STATE OF TEXAS, hereafter called County, and \_\_\_\_\_ of the City of \_\_\_\_\_ Cameron county, Texas, hereinafter termed Contractor.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the County, and under the conditions expressed in the bond bearing every date herewith, the Contractor, hereby agrees with the County, to commence and complete the construction of certain improvements described as follows:

**CAMERON COUNTY PCT. #4 VARIOUS ROADS PROJECT, PHASE II, PROJECT II**

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement, special Conditions of the Agreement, Technical Specifications and Plans and at his (or their)own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories, with the conditions and prices stated in the Proposal attached hereto, in accordance with all General Conditions of the Agreement, Special Conditions of the Agreement, Technical Specifications and Plans and in accordance with the Plans, which include all maps, plats, blueprints and other drawings and printed or written explanatory matter thereof, and the specifications therefore, together with the Contractor's written approval, and the General Conditions of the Agreement, Special Conditions of the Agreement, Technical specifications and Plans and the Construction Bonds hereto attached, all of which are made a part thereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete same within **80 working** days, after the date of the written notice to commence work.

The **County** agrees to pay the **Contractor** in current funds the sum of \$ \_\_\_\_\_ for the performance of the Contract in accordance with the proposal submitted therefore, subject to additions and deductions as provided in the General Conditions of the Agreement, and to make payment on account thereof as provided therein.

**Contractor further agrees not to do any work unless he has received a valid Purchase Order issued by Cameron County for payment of the work to be accomplished.**

This instrument contains the entire agreement between the parties relating to the rights herein granted and Obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect, expecting a subsequent modification in writing, signed by the party to be charged. This Agreement may be amended, provided that no amendment, modification, or alternation of terms of this Agreement shall be binding unless the same is in writing and duly executed by the parties hereto.

All notices to Cameron County shall be sent by certified or registered mail, addressed to:

**Eddie Trevino Jr.**, Cameron County Judge, Cameron County Courthouse, 1100 E. Monroe St., Brownsville, Texas 78520, or at such other address as the County may otherwise designate. All notices to the Contractor shall be sent certified or registered mail, addressed to:

Attn: \_\_\_\_\_, or at such other address as said Contractor may otherwise designate in writing.

This Agreement shall be governed by the laws of the State of Texas and venue shall be in Cameron County.

IN WITNESS WHEREOF, the parties of these presents have executed this Agreement in quadruplicate in the year and day first above written.

\_\_\_\_\_  
**Eddie Trevino Jr., County Judge**

\_\_\_\_\_  
**Contractor**

**ATTEST:** \_\_\_\_\_  
**Sylvia Garza-Perez, County Clerk**  
**(Seal)**

**ATTEST:** \_\_\_\_\_  
**Notary Public**  
**(Seal)**

**PERFORMANCE BOND**

**THE STATE OF TEXAS**

**COUNTY OF CAMERON**

KNOW ALL MEN BY THESE PRESENT: that

\_\_\_\_\_  
(Name of Contractor or Company)

\_\_\_\_\_  
(Address)

a \_\_\_\_\_ hereinafter called Principal, and \_\_\_\_\_  
(Corporation/Partnership) (Name of Surety Company)

\_\_\_\_\_  
(Address)

, hereinafter called Surety, are held and firmly bound unto **CAMERON COUNTY** hereinafter called OWNER, in the penal sum of \$ \_\_\_\_\_ dollars and \_\_\_\_\_ cents in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the OWNER dated the \_\_\_ day of \_\_\_\_\_, 2022, a copy of which is hereto attached and made a part hereof for the construction of:

**CAMERON COUNTY PCT. #4 VARIOUS ROADS PROJECT, PHASE II, PROJECT II**

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the WORK to be performed there under or the SPECIFICATIONS accompanying the same 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 the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS THEREOFF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST: \_\_\_\_\_  
Principle

ATTEST:  
\_\_\_\_\_  
(Principle Secretary)  
(SEAL) By \_\_\_\_\_ (s)

\_\_\_\_\_  
(Witness to Principle) \_\_\_\_\_  
(Print / Type Name)

\_\_\_\_\_  
(Address) \_\_\_\_\_  
(Address)

ATTEST:  
\_\_\_\_\_  
(Surety Secretary)  
(SEAL) By \_\_\_\_\_ (s)

\_\_\_\_\_  
(Witness to Surety) \_\_\_\_\_  
(Attorney in Fact)

\_\_\_\_\_  
(Address) \_\_\_\_\_  
(Address)

**NOTE: Date of the BOND must not be prior to date of contract. If CONTRACTOR is Partnership, all partners should execute the BOND.**

**IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 550 as amended) and must be authorized to transact business in the state where the PROJECT is located.**

# PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

\_\_\_\_\_  
(Name of Contractor or Company)

\_\_\_\_\_  
(Address)

a \_\_\_\_\_  
hereinafter called Principal, and (Corporation/Partnership)

\_\_\_\_\_  
(Name of Surety Company)

\_\_\_\_\_  
(Address)

hereinafter called Surety, are held and firmly bound unto **CAMERON COUNTY** hereinafter called OWNER, in the penal sum of \$ \_\_\_\_\_ dollars and \_\_\_\_ cents in lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, successors, and assigns, jointly and severally, firmly in these presents.

THE CONDITION OF THE OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER dated the \_\_\_\_\_ day of \_\_\_\_\_, 2022, a copy of which is hereto attached and made a part hereof for the construction of:

## **CAMERON COUNTY PCT. #4 VARIOUS ROADS PROJECT, PHASE II, PROJECT II**

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that the said Principal shall faithfully repair or replace any defective material installed and workmanship performed by said Principal and embraced by the above mentioned contract, the Engineer's Specifications and Drawings in every particular and according to the true intent and meaning of said Contract,

Specifications and Drawings hereinafter considered annexed. The Principal also agrees to commence work within 5 working days after notification is received from the Owner and proceed with said defective work (8) eight hours per day continuously until completed. If emergency work notification is given by the Owner, which may result in damages, the Contractor shall execute the emergency repairs immediately until such defective work is finished to the Owner's approval. Damages resulting from said defective materials and work that was originally installed by the said Principal shall be made good by the Principal.

The Principal agrees to indemnify and to hold the Owner and the Engineer harmless from and against any and all damages, claims, demands, suits, judgments and costs including attorney's fees and expenses for or on account of damage to property of any person, firm, corporation, or Government agency, or death of

or injury to any person or persons (including property and employees of the Owner, the Contractor, and employees of the Contractor) directly or indirectly arising out of, or caused by or in connection with the performance of or failure to perform any work covered by this Bond by the Principal Contractor, his sub-contractors, or their or the Contractor's agents, servants, or employees of the project.

The contractor will be held accountable for all insurance coverage including those of sub-contractors, and provide that all the above mentioned work will be covered with insurance.

Now, therefore, the condition of this obligation is such that the said material and work is guaranteed against defective workmanship and materials for a period of one year from date of completion.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

IN WITNESS WHEREOF, this instrument is executed in 4 parts, one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

ATTEST: \_\_\_\_\_  
(Principal)

ATTEST:  
\_\_\_\_\_  
(Principal Secretary)  
(SEAL) BY \_\_\_\_\_(s)

\_\_\_\_\_  
(Witness as to Principal) \_\_\_\_\_  
(Print/Type Name)

\_\_\_\_\_  
(Address) \_\_\_\_\_  
(Address)

ATTEST:  
\_\_\_\_\_  
(Surety) \_\_\_\_\_  
(Seal) Attorney in Fact (Signature)

\_\_\_\_\_  
(Witness as to Surety) \_\_\_\_\_  
(Print/Type Name)

\_\_\_\_\_  
(Address) \_\_\_\_\_  
(Address)

**NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.**



**IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.**

**NOTE: An executed Power-Of-Authority for person signing for surety must be attached to bond.**

## ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, \_\_\_\_\_ the duly authorized and acting legal representative of the \_\_\_\_\_, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and I am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Attorney's Name: \_\_\_\_\_

**NOTICE OF AWARD**

TO: \_\_\_\_\_

ATTN: \_\_\_\_\_

PROJECT DESCRIPTION: **CAMERON COUNTY PCT. #4 VARIOUS ROADS PROJECT, PHASE II, PROJECT II**

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement and Invitation to Bid dated \_\_\_\_\_ [Day, Date, Year].

You are hereby notified that your BID has been accepted in the amount of \$ \_\_\_\_\_.

You are required by the Instruction to Bidders to execute the Agreement and furnish the required CONTRACTOR’S, certificates of insurance within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER’S acceptance of your BID as abandoned and as forfeiture of your BID SECURITY. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated on the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

OWNER: **CAMERON COUNTY**

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

TITLE: COUNTY ENGINEER \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

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

TITLE: CONTRACTOR/BIDDER \_\_\_\_\_

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# SECTION 3

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GENERAL

CONDITIONS

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## **TERMS AND CONDITIONS**

**ADDENDA:** When specifications are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned bid package.**

**ADVERTISING:** Seller shall not advertise or publish, without Buyer's Prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.

**AWARD: Cameron County may hold all bids for a period of Sixty (60) days.** Cameron County reserves the right to delete any item it considers too expensive. Bid prices are to be F.O.B. Cameron County. All discounts will be considered in determining the lowest, responsible bidder. Cameron County reserves the right to award this contract on the basis of **LOWEST AND BEST BID** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court and present evidence concerning bidders responsibility after officially notifying the office of the Purchasing Agent of his intent to appear. A written purchase order or notice of award mailed or otherwise furnished to the successful bidder within the time of acceptance specified in this package results in a binding contract without further action by either party.

**BONDS:** If this bid requires submission of bid guarantee and performance bond - there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's check is not acceptable.

**CANCELLATION AND TERMINATION:** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies, which Buyer may have in law or equity.

**TERMINATION:** The performance of work under this order may be terminated in whole, or in part, by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to, and not in lieu of, rights of Buyer set forth.

Cameron County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Cameron County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper

amount of time, and/or to properly perform any and all services required to Cameron County's satisfaction and/or to meet all other obligations and requirements. Cameron County may terminate the contract without cause upon thirty (30) days written notice.

**COLOR SELECTION:** Determination of colors of materials is a right reserved by using department unless otherwise specified in bid. Unspecified colors shall be quoted as standard colors, NOT colors, which require up-charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If offeror fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept items and demand correct shipment without penalty, subject to other legal remedies.

**CONTRACT RENEWALS:** Renewals may be made ONLY by Commissioners Court approval and agreement between Cameron County and the offeror. **To determine Annual / Anniversary renewal status - if renewed by Commissioners Court or terminated - please contact Letty Roberts at 956-574-8135 e-mail: [LRoberts@co.cameron.tx.us](mailto:LRoberts@co.cameron.tx.us) or Mike Forbes at 956-550-1360 e-mail: [mforbes@co.cameron.tx.us](mailto:mforbes@co.cameron.tx.us) or Dalia Loera at 956-982-5478 [dalia.loera@co.cameron.tx.us](mailto:dalia.loera@co.cameron.tx.us) in the County Purchasing Dept. or Dylbia Jeffries 956-550-1340 [djefferies@co.cameron.tx.us](mailto:djefferies@co.cameron.tx.us) of Bruce Hodge at 956-550-7229 at [bhodge@co.cameron.tx.us](mailto:bhodge@co.cameron.tx.us) at County Legal Dept..** Any price escalations are limited to those stated by the original RFP/RFQ. Annual RFP/RFQ renewal – Price Increases: All Annual RFP/RFQ's with a one (1) year renewal option requires that the awarded Proposer must notify Cameron County of any anticipated price increases to the current Annual RFP/RFQ (in writing) at least two months prior to the annual renewal award date unless otherwise specified within the specific provisions of the RFP. This allows the County sufficient time to plan for re-advertising for Proposals due to a vendor required price increase. If Vendor fails to notify the County within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any Annual RFP/RFQ's which allow for Open Market Price increases or Cost allowance increases during the RFP/RFQ award period (as so specified in the RFP/RFQ documents).

**DISCRIMINATION:** In order to comply with the provisions of fair employment practices, the contractor agrees as follows: 1.) the contractor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the contractor will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the contractor to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part.

**DISQUALIFICATION OF OFFEROR:** Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Cameron County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

**EVALUATION:** Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Cameron County Purchasing Department and recommendation to Cameron County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Cameron County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

**PROTEST PROCEDURES:** Procedure - This protest procedure is available to vendors responding to this Bid requesting a debriefing conference. Debriefing Conference — A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the Bid award by the Cameron County Commissioners' Court.

Protests are made - 1. To the Purchasing Department after the debriefing conference, Vendor protests shall be received, in writing, by the Purchasing Department within five (5) business days after the vendor debriefing conference. 2. To County Auditor only after protesting first to the Purchasing Department and its resolution is not satisfactory to the protesting party. Protests to County Auditor shall be received, in writing, within five (5) business days after the vendor has received notification of a decision on the protest from Use Purchasing Department. 3. To the Commissioners Court, only after the protest to the County Auditor and Purchasing Department was not resolved satisfactory to the protestor. Protests to the Commissioners Court shall be made within five (5) business days after the vendor has received notification of the County Auditor's decision.

Grounds for protest — 1. Errors were made in computing the score. 2. The County failed to follow procedures established in the Bid, the Purchasing policy: Acquisition or applicable state or federal laws or regulations. 3. Bias, discrimination or conflict of interest on the part of an evaluator Protests not based on these criteria shall not be considered.

Format and Content - Protesting vendors shall include in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Vendors shall, at a minimum, provide: 1. Information about the protesting vendor; name of firm, mailing address, phone number and name of individual responsible for submission of the protest. 2. Information about it the acquisition and the acquisition method. 3. Specific and complete statement of the County's action(s) protested. 4. Specific reference to the grounds for the protest. 5. Description of the relief or corrective action requested. 6. For protests to County Auditor or the Commissioners Court, a copy of the Purchasing Department's written decision on the protest.

Review Process: 1 upon receipt of a vendor protest, the Purchasing Department shall postpone further steps in the acquisition process until the vendor protest has been resolved. 2. The Department's internal protest review procedures

consist of the following: a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the vendor. b) A written decision will be delivered to the vendor within five business days after receipt of the protest, unless more time is needed. The protesting vendor shall be notified if additional time is necessary.

County Auditor Review Process: 1. The vendor may protest to County Auditor in writing within five business days after the vendor has received notification of the agency decision. 2. County Auditor shall consider all the available facts and issue a decision in writing within five business days after receipt of the protest, unless more it is needed. The protesting vendor shall be notified if additional time is necessary. The County Auditor's decision constitutes the final step of the protest process, except protests which may be reviewed by the Commissioner's Court. County Auditor may choose to convene a Protest Review Board (Board). The Board shall be advisory to the County Auditor and its scope of review shall be limited to procedural issues raised by the protesting vendor.

Final Determination - The final determination shall. 1. Find the protest lacking in merit and uphold the agency's action; or 2. Find only technical or harmless errors in the agency's acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include a) Correct its errors and reevaluate all proposals, and/or b) Reissue the vendor solicitation document; or c) Make other findings and determine other courses of action as appropriate.

Commissioners Court Review Process - Protests to the Commissioners Court may be made only for Commissioners Court approved acquisitions, and only after review by County Auditor. Protests of the decisions of County Auditor shall be made by letter to the County Judge, Commissioners Court, who may establish procedures to resolve the protest. Protests shall be received by the County Judge, Commissioners Court, within five business days after the decision of County Auditor in order to be considered. The resulting decision is final, with no further administrative appeal available.

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

**GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, than the member is not required to abstain from further participation. Attached and included is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exists) must be



attached and included with Bid submitted. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities. Consistent and continued tie bidding could cause rejection of bids by the County and/or investigation for Anti-Trust violations. Bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION:** If Bidder is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your Bid. This information will assist Cameron County in the percentage tracking of HUB utilization.

**LOCAL BIDDER'S PRINCIPAL PLACE OF BUSINESS - 3% PREFERENCE:** (consideration of location) The County Commissioner's Court may award to the lowest bidder or the bidder whose principal place of business is within Cameron County if the Commissioner's Court determines, in writing, that the local bidder offers the County the best combination of contract price and additional economic development opportunities for Cameron County created by the contract award, including the employment of residents of Cameron County and increased tax revenues to Cameron County. This option exists only within 3% pricing of the lowest bid price. In order to provide the County Commissioner's Court adequate information for assisting in considering this option, the bidder should submit with each bid the following information for Commissioner's Court review with all information requested to be detailed and \$\$\$ current quantifiable numeric data. 1. Where is your principal place of business (i.e.: Corporate Headquarters) City, County, State, Signature of Bidder, Title, and Date? Along with this information, submit information with responses to the following questions. 2. Why and how bidder believes that the local bidder offers the County additional economic development opportunities for Cameron County created by the contract award? 3. How will award to local bidder benefit the employment of residents of Cameron County? 4. How many employees does bidder employ within Cameron County and how many employees are affected financially by award/purchase? 5. How will award to local bidder increased tax revenues to Cameron County? This information should be provided and updated with each bid submitted to the County. If bidder is local and within 3% of the lowest bid, this information will be submitted to Commissioner's Court along with tabulation sheet. . There has been no mandatory requirement or Policy established by Commissioners Court which requires submitting answers to these questions or attending Commissioners Court meetings for the awarding of bids relative to 3% local preference. however individual Commissioners may or may not have preferences (relative to these issues) when making their decision. This paragraph will be revised upon policy change made by Commissioners Court.

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

**MATERIAL SAFETY DATA SHEETS:** Under the “Hazardous Communication Act”, commonly known as the “Texas Right To Know Act”, an offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

**NAME BRANDS:** Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

**PRICING:** Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there is any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

**PROTESTS:** All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners Court.

**RECYCLED MATERIALS:** Cameron County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. County will be the sole judge in determining product preference application.

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

**FLOPPY DISK:** If offeror obtained the bid specifications on a floppy disk in order to prepare a response, **the bid must be submitted in hard copy** according to the 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 specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

**SILENCE OF SPECIFICATIONS:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid. **Substitute items will not be accepted unless approved (in advance) .**

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

**TITLE TRANSFER:** Title and Risk of Loss of goods shall not pass to Cameron Count until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

**USAGE REPORTS:** Cameron County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this ITB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Cameron County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

**WARRANTY PRICE:** (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches

this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee. Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold and services provided to the County shall conform to the standards and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Cameron County may correct at the offeror's expense.

Offerer warrants that product sold and services provided to the County shall conform to the standards and laws established by the U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970.

**WARRANTY PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

**SAFETY WARRANTY:** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense. Have you attached the required warranty information to the bid (if applicable)?  Yes,  No.

**APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement.

**ASSIGNMENT DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Any contract entered

into pursuant to this request is not assignable, nor the duties thereunder, by either party, without the written consent of the other party in the contract County Judge and County Auditor.

**CONTRACT OBLIGATION:** Cameron County Commissioners Court must award the contract and the County Judge or other person authorized by the Cameron County Auditor must sign the contract before it becomes binding on Cameron County or the offerors. Department heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

**ERRORS AND OMISSIONS:** Errors and Omissions in the Bid of any provision herein described will not be construed as to relieve the Vendor of any responsibility or obligation, requisite to the complete and satisfactory implementation, operation, and support of any and all equipment, systems or services.

**FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgement of the party having the difficulty.

**HOLD HARMLESS AGREEMENT:** Contractor, the successful offeror, shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.

**INFRINGEMENTS:** There will be no warranty by buyer against infringements. As part of this contract for sales, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is

of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two (2) weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that Buyer will pay Seller the reasonable cost of his/her search as to infringement. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

**INTERPRETATION PAROLE EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement, even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control.

**MODIFICATIONS:** This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

**O.S.H.A:** Offeror must meet all Federal and State OSHA requirements.

**RIGHT TO ASSURANCE:** Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of their intent to perform. In the event that a demand is made, and no assurance is given within five (5) days the demanding party may treat this failure as an anticipatory repudiation of the contract.

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

**VENUE:** Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

## GENERAL CONDITIONS OF THE AGREEMENT

### Contract and Contract Documents

The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein frilly set forth

### DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms here in defined:

- A. The term "Contract" means the Contract executed between the **County of Cameron**, hereinafter called the **Locality** and \_\_\_\_\_ hereinafter called **Contractor**, of which these **GENERAL CONDITIONS**, form a part.
- B. The term "Project Area" means the area within which is the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- C. The term "**Engineer**" means the Cameron County Engineer, **Engineer** in charge, serving the **Locality** with architectural or engineering services, his successor, or any other person or persons, employed by the **Locality** for the purpose of directing or having in charge the work embraced in this Contract.
- D. The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

### SUPERVISION BY CONTRACTOR

- A. Except where the **Contractor** is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the **Engineer**, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- B. The **Contractor** shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

### SUBCONTRACTS

- A. The **Contractor** shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor as eligible to participate in federally funded contracts.
- B. No proposed subcontractor shall be disapproved by the city/county except for cause.
- C. The **Contractor** shall be as frilly responsible to the city/county for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- D. The **Contractor** shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract,

- E. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the **Locality**.

## **FITTING AND COORDINATION OF WORK**

The **Contractor** shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

## **PAYMENTS TO CONTRACTOR**

### **A Partial Payments**

1. The **Contractor** shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the **Engineer** for his approval. The amount of the payment due the **Contractor** shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) ten percent (**10%**) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices, Copies of all invoices shall be available for inspection of the **Engineer**.
2. Monthly or partial payments made by the **Locality** to the **Contractor** are moneys advanced for the purpose of assisting the contractor to expedite the work of construction. The **Contractor** shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the **Locality**. Such payments shall not constitute a waiver of the right of the **Locality** to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the **Locality** in all details,

### **B. Final Payment**

1. After final inspection and acceptance by the **Locality** of all work under the Contract, the **Contractor** shall prepare his requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the **Contractor** under this contract shall be the amount computed as described above less all previous payments.
2. The **Locality** before paying the final estimate shall require the **Contractor** to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the **Contractor**, if the **Locality** deems it necessary in order to protect its interest. The **Locality** may, if it deems such action advisable, make payment in part or in full to the **Contractor** without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract,
3. Any amount due the **Locality** under Liquidated Damages, shall be deducted from the final payment due the contractor.

### **C. Payments Subject to Submission of Certificates**

Each payment to the **Contractor** by the **Locality** shall be made subject to submission by the **Contractor** of all written certifications required of him and his subcontractors.



#### **D. Withholding Payments**

The **Locality** may withhold from any payment due the **Contractor** whatever is deemed necessary to protect the **Locality**, and if so elects, may also withhold any amounts due from the **Contractor** to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the **Locality** and will not require the **Locality** to determine or adjust any claims or disputes between the **Contractor** and his subcontractors or material dealers, or to withhold any moneys for their protection unless the **Locality** elects to do so. The failure or refusal of the **Locality** to withhold any moneys from the **Contractor** shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

#### **CHANGES IN THE WORK**

- A.** The **Locality** may make changes in the scope of work required to be performed by the **Contractor** under the Contract without relieving or releasing the **Contractor** from any of his obligations under the Contract or any guaranty given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by the County Commissioners Court prior to execution of same.
- B.** Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the **Contractor** shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the **Locality** authorizing the **Contractor** to proceed with the change, No claim for an adjustment of the Contract Price will be valid unless so ordered.
- C.** If applicable unit prices are contained in the Agreement, the **Locality** may order the **Contractor** to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).
- D.** Each change order shall include in its final form:
  - 1. A detailed description of the change in the work.
  - 2. The **Contractor's** proposal (if any) or a confirmed copy thereof
  - 3. A definite statement as to the resulting change in the contract price and/or time.
  - 4. The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
  - 5. The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

#### **CLAIMS FOR EXTRA COST**

- A.** If the **Contractor** claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the **Locality**, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- B.** Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.

- C. Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Locality and work shall not proceed except at the **Contractors** risk, until written instructions have been received by him from the **Locality**.
- D. If, on the basis of the available evidence, the **Locality** determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

### **EXTRA WORK**

The term “EXTRA WORK” as used in the agreement shall be understood to mean and include all work that may be required by the **Engineer** or **Locality** to be done by the **Contractor** to accomplish any change, alteration or addition to the work shown upon the plans, or reasonably implied by the specifications, and not covered by the **Contractor’s** proposal. It is agreed that the **Contractor** shall perform all Extra Work under the direction of the **Engineer** when presented with a written Work Order signed by the **Engineer**; Subject, however, to the right of the **Contractor** to require a written confirmation of such Extra Work Order by the **Locality**. It is also agreed that the compensation to be paid the **Contractor** for performing said Extra Work shall be determined by one or more of the following methods:

**Method (a):** By agreed unit prices;

**Method (b):** By agreed lump sum;

**Method (c):** If neither Method (a) nor Method (b) can be agreed the “actual field cost” of the work plus ten (10) percent.

In the event said Extra Work be performed and paid for under **Method (c)**, then the provisions of this paragraph shall apply and the “actual field cost” is hereby defined to include the cost of all workmen, such as foremen, time keepers, mechanics and laborers, and materials, supplies, trucks, rental of machinery and equipment for the time actually employed or used on such Extra Work plus actual transportation changes necessarily incurred if the kind of equipment or machinery is not already on the job, together with the power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and a rateable proportion of premiums on Construction and Maintenance Bonds, Public Liability and Property Damage and Workmen’s Compensation, and all other insurance as may be required by any law or ordinance, or directed by the **Engineer** or **Locality**, or by them agreed.

The **Engineer** may direct the form in which accounts of the “actual field cost” shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used, otherwise these matters shall be determined by the **Contractor**. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the Written Extra Work Order.

The ten (10) percent of the “actual field cost” to be paid the **Contractor** shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the “actual field cost” as contract defined, save that where the **Contractor’s** Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate same, excluding staff, shall included in the “actual field cost”.

No claim for extra work of any kind will be allowed unless ordered in writing by the **Engineer**. In case any orders or instructions, either oral or written, appear to the **Contractor** to involve extra work for which he should receive compensation, he shall make written request to the **Engineer** for written order authorizing Extra Work. Should a difference of opinion arise as to what does or does not constitute extra work, or as to the payment therefore, and the **Engineer** insists upon its performance, the **Contractor** shall proceed with the work after making written order and shall keep an accurate account of the “actual field cost” thereof, as provided

under **Method (c)**. The **Contractor** will thereby preserve the right to submit the matter for payment, as herein above described.

## **TERMINATION, DELAYS, AND LIQUIDATED DAMAGES**

### **A. Right of the Locality to Terminate Contract.**

In the event that any of the provisions of this contract are violated by the **Contractor**, or by any of his subcontractors, the **Locality** may serve written notice upon the **Contractor** and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten (10) days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the **Locality** shall immediately serve notice thereof upon the Surety and the **Contractor**. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the **Locality** may take over the work and complete the project by bid/contract or by force account at the expense of the **Contractor** and his Surety shall be liable to the **Locality** for any excess cost incurred. In such event the **Locality** may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

### **C. Liquidated Damages for Delays.**

If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the **Contractor** shall pay to the **Locality** as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of **Two-Hundred and Fifty Dollars (\$250.00) for each calendar day of delay, until the work is completed**. The **Contractor** and his sureties shall be liable to the **Locality** for the amount thereof.

### **C. Hindrance and Delays.**

No damages for delays shall be paid to the **Contractor** by the **Locality**, except for any unreasonable delays caused by the **Locality**.

### **D. Excusable Delays.**

The right of the **Contractor** to proceed shall not be terminated nor shall the **Contractor** be charged with liquidated damages for any delays in the completion of the work due to:

- (1) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- (2) Any acts of the **Locality**;
- (3) Causes not reasonably foreseeable by the parties to this Contract at the time of the Execution of the Contract which are beyond the control and without the fault or negligence of the **Contractor**, including, but not restricted to, acts of God or of the public enemy, acts of another **Contractor** in the performance of some other contract with the **Locality**, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

Provided, however, that the **Contractor** promptly notifies the **Locality** within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the **Locality** shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the **Locality** shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

## ASSIGNMENT OR NOVATION

The **Contractor** shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the

**Locality**; provided, however, that assignments to banks or other financial institutions may be made without the consent of the **Locality**. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the **Contractors** rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

## DISPUTES

- A. All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the **Contractor** to the **Locality** for decision. Any claim not presented within the lime limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the **Locality**.
- B. The **Contractor** shall submit in detail his claim and his proof thereof.
- C. If the **Contractor** does not agree with any decision of the **Locality**, he shall in no case allow the dispute to delay the work but shall notify the **Locality** promptly that he is proceeding with the work under protest.

## TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the **Locality**, without whose decision, said discrepancy shall not be adjusted by the **Contractor**, save only at his own risk and expense.

## SHOP DRAWINGS

- A. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the **Engineer** in copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The **Contractor** may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the **Contractor**, for extension of the contract time shall be granted by reason of his failure in this respect.
- B. Any drawings submitted without the **Contractor's** stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the **Contractor** shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the **Contractor** will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- C. If a shop drawing is in accordance with the contract or involves only a minor adjustment in the interest of the **Locality** not involving a change in contract price or time; the **Engineer** may approve the drawing. The approval shall not relieve the **Contractor** from his responsibility for adherence to the contract or for any error in the drawing.

## REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the **Contractor** to make timely requests of the **Locality** for any additional information not already in his possession which should be furnished by the **Locality** under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the **Contractor**.

The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The **Contractor** shall, if requested, furnish promptly any assistance and information the **Engineer** may require in responding to these requests of the **Contractor**. The **Contractor** shall be fully responsible for any delay in his work or to others arising from his failure to comply frilly with the provision of this section.

## MATERIALS AND WORKMANSHIP

- A. Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles- incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the **Engineer** shall decide the question of equality.
- B. The **Contractor** shall furnish to the **Locality** for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
- C. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- D. Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
- E. The **Locality** may require the **Contractor** to dismiss from the work such employee or employees as the **Locality** or the **Engineer** may deem incompetent, or careless, or insubordinate.

## SAMPLES, CERTIFICATES AND TESTS

- A. The **Contractor** shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the **Engineer**, promptly after award of the contract and acceptance of the **Contractor's** bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the **Engineer**. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- B. Each sample submitted by the **Contractor** shall carry a label giving the name of the **Contractor**, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the **Contractor** shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the **Engineer** in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- C. Approval of any materials shall be general only and shall not constitute a waiver of the **Locality's** right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such

check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the **Engineer** will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the **Contractor** as is equitable.

- D.** Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
- 1.** The **Contractor** shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the **Engineer**;
  - 2.** The **Contractor** shall assume all costs of re-testing materials which fail to meet contract requirements;
  - 3.** The **Contractor** shall assume all costs of testing materials offered in substitution for those found deficient;
  - 4.** The **Locality** will pay all other expenses.

### **PERMITS AND CODES**

- A.** The **Contractor** shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the **Contractor** shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the **Locality**. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the **Locality** will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

**Should the Contractor** fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the **Contractor** shall remove such work without cost to the **Locality**,

- B.** The **Contractor** shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- C.** The **Contractor** shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.

### **CARE OF WORK**

- A.** The **Contractor** shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- B.** The **Contractor** shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.
- C.** In an emergency affecting the safety of life, limb or property, including adjoining property, the **Contractor**, without special instructions or authorization from the **Locality** is authorized to act at his

discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the **Locality**.

- D.** The **Contractor** shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.
- E.** The **Contractor** shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The **Contractor** shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The **Contractor** shall indemnify and save harmless the **Locality** from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the **Locality** may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

### **ACCIDENT PREVENTION**

- A.** No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Secretary of Labor.
- B.** The **Contractor** shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- C.** The **Contractor** shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The **Contractor** shall promptly furnish the **Locality** with reports concerning these matters
- D.** The **Contractor** shall indemnify and save harmless the **Locality** from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- E.** The **Contractor** shall provide trench protection for all trenches in excess of a depth of five (5) feet, in the manner specified in the technical specifications and drawings.

### **SANITARY FACILITIES**

The **Contractor** shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

### **USE OF PREMISES**

- A.** The **Contractor** shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the **Locality**, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

- B.** The **Contractor** shall comply with all reasonable instructions of the **Locality** and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades

#### **REMOVAL OF DEBRIS, CLEANING, ETC.**

The **Contractor** shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

#### **INSPECTION**

- A.** All materials and workmanship shall be subject to inspection, examination, or test by the **Locality** and **Engineer** at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The **Locality** shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the **Contractor** fails to proceed at once with the correction of rejected workmanship or defective material, the **Locality** may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the **Contractor**, without prejudice to any other rights or remedies of the **Locality**.
- B.** The **Contractor** shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the **Locality** will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.
- C.** The **Contractor** shall notify the **Locality** sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the **Locality**, the **Contractor** shall uncover for inspection and recover such facilities at his own expense, when so requested by the **Locality**.
- D.** Should it be considered necessary or advisable by the **Locality** at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the **Contractor** shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the **Contractor** or his subcontractors, the **Contractor** shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be allowed the **Contractor** and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.
- F.** Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- F.** Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the **Locality** or its agents shall relieve the **Contractor** or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.



## REVIEW BY LOCALITY

The **Locality** and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the **Contractor** only by the **Locality** through its authorized representatives or agents.

## FINAL INSPECTION

When the Improvements included in this Contract are substantially completed, the **Contractor** shall notify the **Locality** in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The **Locality** will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon there after as is practicable.

## DEDUCTION FOR UNCORRECTED WORK

If the **Locality** deems it not expedient to require the **Contractor** to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the **Contractor** and the **Locality** and subject to settlement, in case of dispute, as herein provided.

## INSURANCE

The **Contractor** shall not commence work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the **Locality**.

- A. Compensation Insurance: The **Contractor** shall procure and shall maintain during the life of this contract Workers Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the **Contractor** shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractors Workers Compensation Insurance.
- B. Contractors Public Liability and Property Damage Insurance and Vehicle Insurance: The **Contractor** shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, **Contractor's** Property Damage Insurance and Vehicle Liability Insurance in the following amounts: See Special Conditions of the Agreement.
- C. Proof of Insurance: The **Contractor** shall furnish the **Locality** with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: 'The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the **Locality**.'

## WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The **Contractor** shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the **Locality** free from any claims, liens, or charges. Neither the Contractor -nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the **Contractor** in the hands of the **Locality**. The provisions of this paragraph shall be inserted in all subcontracts

and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

**WARRANTY OF WORKMANSHIP AND MATERIALS**

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the **Locality** or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the **Contractor** of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The **Contractor** shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of twelve (12) months from the date of final acceptance of the work.

**COMPLIANCE WITH AIR AND WATER ACTS**

In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec. 7401 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the **Contractor** agrees that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. He will comply with all requirements of Section 114 of the Clean Air Act, as amended.

**EQUAL EMPLOYMENT OPPORTUNITY**

- A. The **Contractor** will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin. The **Contractor** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising- layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **Contractor** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner.
- B. The **Contractor** will, in all solicitations or advertisements for employees placed by or on behalf of the **Contractor**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The **Contractor** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The goals and timetables for minority and female participation are as follows:

Timetables	Goals for	Goals for
	Minority	female
	participation	participation
	in each trade	in each trade

These goals are applicable to all the **Contractors** construction work (whether or not it is federal or federally assisted) performed in the covered area.

- E. The **Contractor** shall take affirmative actions to ensure equal employment opportunity. The evaluation of the **Contractors** compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.

**F.** **Contractors** are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.

**G.** A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.

**H.** The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

**I.** The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts.

**J.** Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

### **AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS**

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

### **SECTION 109 OF THE -HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

### **TILE PROVISION OF LOCAL TRAINING, EMPLOYMENT, AND BUSINESS OPPORTUNITIES**

**A.** To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

**B.** The **Contractor** will include this clause in every subcontract for work in connection with the project.

### **NON SEGREGATED FACILITIES**

The **Contractor** certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

## **JOB OFFICES**

- A. The **Contractor** and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The **Locality** shall be consulted with regard to locations
- B. Upon completion of the improvements, or as directed by the **Locality**, the **Contractors** shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

## **PARTIAL USE OF SITE IMPROVEMENTS**

The **Locality** may give notice to the **Contractor** and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

- A. The use of such sections of the Improvements shall in no way impede the completion the remainder of the work by the **Contractor**.
- B. The **Contractor** shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- C. The period of guarantee stipulated in the Section 132 hereof shall not begin to run until the date of the final acceptance of all work which the **Contractor** is required to construct under this Contract.

## **CONTRACT DOCUMENTS AND DRAWINGS**

The Local Public Agency will furnish the **Contractor** without charge 4 copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the **Contractor** will be furnished at cost.

## **CONTRACT PERIOD**

The work to be performed under this contract shall commence within the time stipulated by the **Locality** in the Notice to Proceed, and shall be fully completed within **80** working days thereafter.

## **LIQUIDATED DAMAGES**

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the **Contractor** and his Sureties shall be liable for and shall pay to the **Locality** the sum of **Two Hundred Fifty dollars (\$ 250.00)** as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

## **RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS (NOTE: This only applies to TCDP Contracts beginning with 1988.)**

### **A. Definitions**

“Component” as used in this clause means those articles, materials and supplies incorporated directly into the product.

“**Contractor** or sub-contractor of a foreign country” as used in this clause means any **Contractor** or - subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A **contractor** or subcontractor shall be considered to be a citizen

or national of a foreign country, or controlled directly or indirectly by citizens or nationals of a foreign country.

1. If 50% or more of the **Contractor** or subcontractor is owned by a citizen or national of the foreign country;
2. If the title to 50% or more of the stock of the **Contractor** or subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;
3. If 50% or more of the voting power in the **Contractor** or subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country.
4. In the case of a partnership, if any general partner is a citizen of the foreign country.
5. In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory or possession thereof; or
6. In the case of a **contractor** or subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in (1) through (5) of this clause. 'Product' as used in this clause means construction materials--i.e. articles, materials and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product, the **Locality** will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced or manufactured in the foreign country exceed 50% of the cost of all its components.

**B. Restrictions: The Contractor shall not:**

1. Knowingly enter into any subcontract under this contract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (USTR); or
2. Supply any product under this contract of a country included on the list of foreign.
3. USTR List. The current list contains only one country--Japan
4. Certification: The contractor may rely upon the certification of a prospective subcontractor that it is not a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such **Contractor** has knowledge that the certification is erroneous.
5. Subcontracts: The contractor shall incorporate this clause, including this paragraph in all subcontracts.

**ABANDONMENT BY CONTRACTOR**

In case the **Contractor** should abandon or fail to resume work within ten (10) days after written notification from the **Locality** or the **Engineer**, or the **Contractor** fails to comply with the orders of the **Engineer** when such orders are consistent with this contract or this Agreement or with the specifications hereto attached, then and in that case, the Surety on the bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the **Contractor**. After receiving said notice of abandonment, the **Contractor** shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for work, may be held for use on the work by the **Locality** or the Surety on the construction bond, or another **Contractor**, in completion of

the work; and the **Contractor** shall not receive any rental or credit therefore (except when used in connection with extra work, where credit shall be allowed as provided for under Paragraph 17, Extra Work), it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In case the Surety should fail to commence compliance with the notice for completion herein before provided for within ten (10) days after services of such notice, then the **Locality** may provide for completion of the work in either of the following elective manners:

A. The **Locality** may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said **Locality** may deem necessary to complete the work and charge the expense of such labor, material, machinery, equipment, tools and supplies to said **Contractor** and the expense so charged shall be deducted and paid by the **Locality** out of such money as may be due, or that may thereafter at any time become due to the **Contractor** under and by virtue of this Agreement. In case such expense is more than the sum which would have been payable under this contract if the same had been completed by the **Contractor**, then the **Contractor** and/or his surety shall pay the amount of such excess to the **Locality**;  
**Or**

B. The **Locality**, under sealed bids, after five (5) days notice published one or more times in a newspaper having a general circulation in the County of the location of the work, may let a contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the **Locality** under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the **Contractor** and the Surety shall be and remain bound theretofore. When the work shall have been substantially completed the **Contractor** and his Surety shall be notified and Certificates of Completion and Acceptance shall be issued as provided in Paragraph 25 herein-above, a complete itemized statement of the contract accounts, certified to by the **Engineer** as being correct, shall then be prepared and delivered to the **Contractor** and his Surety, whereupon the **Contractor** and/or his Surety shall pay the balance due as reflected by said statement within twenty-one (21) days after the date of such Certificate of Completion.

In the event the statement of the account shows that the cost to complete the work is less than that which would have been the cost to the **Locality** had the work been completed by the **Contractor** under the terms of this contract and when the **Contractor** and/or his Surety shall pay the balance shown to be due by them to the **Locality**, then all machinery, equipment tools, materials or supplies left on the site of the work shall be turned over to the **Contractor** and/or his Surety. Should the cost to complete the work exceed the contract price and the **Contractor** and/or his Surety fail to pay the amount due the **Locality** within the time designated hereinabove, and there remains any machinery, equipment, tools, material or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the **Contractor** and his Surety at the respective addresses designated in this contract provided, however, that actual written notice given in any manner will satisfy this condition. After mailing or otherwise giving such notice, such property shall be held at the risk of the **Contractor** and his Surety subject only to the duty of the **Locality** to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice the **Locality** may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the **Contractor**, as the **Locality** may elect.

The **Locality** shall release any machinery, equipment, tools, materials or supplies, which remain on the work and belong to persons other than the **Contractor** or his Surety, to their proper **Localities** without notice to the **Contractor**.

### **ABANDONMENT BY THE LOCALITY**

In case the **Locality** shall fail to comply with the terms of this contract and should fail or refuse to comply with said terms within ten (15) days after written notifications by the **Contractor**, the **Contractor** may suspend or wholly abandon the work, and may remove there from all machinery, tools and equipment. And thereupon the **Engineer** shall make an estimate of the total earned by the **Contractor**, which estimate shall include the value of all work actually completed by said **Contractor** at the prices stated in the attached proposal, the value of all partially completed work at a fair and equitable price, and the amount of all extra work performed at the prices agreed upon, or provided for by the terms of this contract, and a reasonable sum to cover the cost of any provisions made by the **Contractor**, to carry the whole work to completion and which cannot be utilized. The **Engineer** shall then make a final statement of the balance due the **Contractor** by deducting from the above estimate all previous payments by the **Locality**, all other sums that may have been retained by the **Locality**, under the terms of this Agreement, and shall certify same to the **Locality** who shall pay to the **Contractor** on or before thirty (30) days after the date of the notification by the **Contractor**, the balance shown by said final statement as due the **Contractor** under the terms of this Agreement.

### **BONDS**

It is therefore agreed by the parties of this contract that the **Contractor** shall execute a performance bond and a payment bond, each in the sum of one hundred (100) percent, in the forms provided for this purpose, and it agreed that this contract shall not be in effect until such bonds are furnished and approved by the **Locality**.

## PREVAILING WAGE LEGAL REQUIREMENTS

The **Contractor's** attention is called to Articles 5159A and 5160 of the Revised Civil statutes of Texas which Statutes must be complied with. These articles are as follows:

### **ARTICLE 5159A**

**SECTION 1:** Not less than the general prevailing rate of per diem wages for work of a similar character in the locality which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work, shall be paid to all laborers, workmen and mechanics employed by or on behalf of any County, City and County, City, Town, District or other political subdivision of the State, engaged in the construction of public works, exclusive of maintenance work. Laborers, workmen and mechanics employed by contractors or subcontractors in the execution of any contract or contracts for public works with the State, or any officer or public body thereof, or in the execution of any contract or contracts for public works, with any County, City and County, City, Town, District or other political subdivision of this State, or any officer or public body thereof, shall be deemed to be employed upon public work.

**SECTION 2:** The public body awarding any contract for public work on behalf of the State, or on behalf of any County, City and County, City, Town, District or other political subdivision thereof or otherwise undertaking any public work, shall ascertain the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft or type of workmen or mechanic needed to execute the contract, and shall specify in the call for bids for said contract, and in the contract itself, what the general prevailing rate of per diem wages in the said locality is for each craft or type of workmen needed to execute the contract, also the prevailing rate for legal holiday and overtime work, and it shall be needed to execute the contract, also the prevailing rate for legal holiday and overtime work, and it shall be mandatory upon the **Contractor** to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workmen and mechanics employed by them in the execution of the contract. The **Contractor** shall forfeit as a penalty to the State, County, City and County, City, Town, District or other political subdivision on whose behalf the contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed for each calendar the, or portion thereof, such laborer, workman or mechanic is paid less than the stipulated rates for any work done under said contract, by him, or by any subcontractor under him, and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers to take cognizance of complaints of all violations of the provisions of this Act committed in the course of the execution of the contract, and when making payments to the contractor of monies becoming due under said contract to withhold and retain there from all sums and amounts which shall have been forfeited pursuant to the herein said stipulation and the terms of this Act; provided, however, that no sum shall be so withheld, retained or forfeited, except from the final payment, without a frill investigation by the awarding body. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of said subcontractor's failure to comply with the terms of this Act, and if payment has already been made to him the contractor may recover from him the amount of the penalty or forfeiture in a suit at law.

**SECTION 3:** The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all laborers, workmen and mechanics employed by him, in connection with the said public work, and showing the actual per diem wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the public body awarding the contract, its officers and agents.

**SECTION 4:** Any construction or repair work done under contract, and paid for in whole or in part out of public funds, other than work done directly by any public utility company pursuant to order of the Railroad Commission or other public authority, whether or not done under public supervision or direction or paid for wholly or in part out of public funds, shall be held to be "public works" within the meaning of political subdivision of this State in which the building, highway, road, excavation, or other structures, project,



development or improvement is situated in all cases in which the contract is awarded by the State, or any public body thereof; and shall be held to mean the limits of the County, City and County, City, Town, District or other political subdivision on whose behalf the contract is awarded in all other cases. The term “general prevailing rate of per diem wages” shall be the rate determined upon as such rate by the public body awarding the contract, or authorizing the work, whose decision in the matter shall be final. Nothing in this act, however, shall be construed to prohibit the payment to any laborer, workman or mechanic employed on any public work as aforesaid of more than the said general prevailing rate of wages.

**ARTICLE 5160            **Bond for Wages:****

Any person or persons, firm or corporation, entering into a formal contract with this State or its counties or school districts or other subdivisions thereof or any municipality therein for the construction of any public building, or the prosecution and completion of any public work shall be required, before, commencing such work, to execute the usual Penal Bond, with additional obligation that such contractor shall promptly make payments to all persons supplying him or them with labor and materials in the prosecution of the work provided for in such contract. Any person, company, or corporation who has furnished labor or materials used in the construction or repair of any public building or public work, and payment for which has not been made, shall have the right to intervene and be made a party to any action instituted by the State or any adjudicated in such action and judgment rendered thereon, subject, however, to the priority of the claims and judgment of the State or municipality.

If the full amount of the liability of the surety on said bond is insufficient to pay the full amount of said claims and demands, then, after paying the full amount due to the State or municipality, the remainder shall be distributed pro-rata among said interveners. Provided, further, that all claims for labor and materials furnished to said Contractor, and all claims for labor and material furnished to any contractor shall be itemized and sworn to as required by Statutes as to mechanic’s lien claims, and such claims shall be filed with the County Clerk of the County, in which said work is being prosecuted, within ninety days from the date of the delivery of said material and the performance of said work. The County Clerk shall note on the mechanic’s lien record, the name of the claimant, the amount claimed, the name of the contractor and the name of the county, School District, other subdivisions, or municipality with which the contract was made; and the County Clerk shall index the claim under the name of the contractor and under the name of the County, School District, other subdivision or municipality; with which the contract was made.

Provided further, that after completion and acceptance of completed project all moneys due contractor under said contract shall be held by the state or its counties or school districts or other subdivision, thereof or an affidavit made by Contractor that all just bills for labor and material under this contract has been paid in by the Contractor.

Acts 1913,

P.185; Acts 1929, 4P leg. P.4881. Ch. 22 paragraph I.

## **GENERAL PROVISIONS**

**Project:**            **CAMERON COUNTY PCT. #4 VARIOUS RDS PROJECT, PHASE II, PROJECT II**

**Scope of Work:** **ROADWAY IMPROVEMENTS AND ASSOCIATED ITEMS**

To minimize disturbance of the surrounding areas, the Contractor shall conduct all of the construction only within those portions of the site which are required and indicated on the plans. Any existing structures and/or utilities not pertaining to this project damaged by this Contractor will be replaced or repaired at the Contractor's expense. See plans for details and appurtenances. All labor, materials, equipment, supervision and other services required for this construction will be furnished in accordance with plans and specifications as prepared by

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### **Schedule and Sequence of Construction**

The Contractor shall, prior to beginning work, prepare and submit a proposed schedule of work to the Engineer for his approval.

Upon award of contract, the Owner will allow the Contractor 10 days to order or fabricate materials needed to successfully complete this project. If materials are delivered prior to expiration of days allowed, the Contractor may commence work after letter to begin has been sent by Engineer.

The Contractor shall not close the road nor begin construction until all materials requiring fabrication away from the project site have been delivered to the project site and/or a site approved by the Engineer.

### **Traffic Control**

The Contractor shall place all barricades, warning signs, and all traffic control devices in accordance with that prescribed by the 1980 Texas Manual on Uniform Traffic Control Devices.

**No street or driveway, other than those designated in the plans, shall be closed to through traffic.**

### **Inspection of Work**

The Engineer shall inspect the work covered under this contract or the Owner's authorized representative. The quality of the material and the quality of the construction and related equipment shall be of satisfaction of the Inspector. It shall be the Contractor's responsibility for the construction methods and safety precautions in the undertaking of the contract.

### **Testing and Acceptance of Improvements**

The Owner reserves the option of testing any and all materials used in this construction. An independent laboratory designated and paid by the Owner, unless otherwise stated in the specifications of the items to be tested will make all testing. All costs for testing of completed construction specified herein, i.e., subgrade, caliche base, HMAC thickness, shall be at the owner's designated lab's expense in accordance with accepted

practice and ASTM Standards. The Engineer shall be notified of work in Progress that will require testing for acceptance for scheduling 24 hours in advance of the actual testing. All test results, not performed by the Engineer shall be submitted to the Engineer and Owner on a timely basis.

### **Disposal of Surplus Materials**

The Contractor shall at his own expense make arrangements for the disposal of surplus material such as broken concrete, broken pipes, trees, brush, and all other unwanted backfill material. All materials including asphalt and broken concrete from existing structures, etc. shall not be used or spoiled within the county right-of-way but shall be removed from the project by the Contractor. Payment shall be considered subsidiary to the various bid items.

### **Dust Control**

The proposed construction will require considerable truck and construction traffic creating dust. The Contractor shall use appropriate means, i.e., watering, speed of traffic, etc. to minimize the dust and nuisance to the project's vicinity.

### **Final Clean-Up**

The Contractor shall not bury any brush, trash, surplus, discarded materials, temporary services, broken pipes, concrete structures, or any kind of debris within the project area. The Contractor shall leave the work site in a neat and orderly condition. Waste materials removed from the site shall be disposed of at locations satisfactory to the Owner and the Engineer.

Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work all brush, trash, surplus and discarded materials, temporary services, pipes, concrete structures and debris of every kind. Fences, driveways, mailboxes, sidewalks and any existing improvements within the area damaged by the Contractor shall be reconstructed to their original conditions at the Contractor's expense.

### **Competency of Bidders**

The Bidder must be capable of performing each of the various items of work bid upon. Upon requests, the successful Bidder shall submit a complete statement of his financial resources and his experience in similar work. The successful Bidder, also upon request, will submit a list of his equipment that will be available for the work.

### **Guarantee of Work**

All workmanship, equipment and materials, furnished or installed by the Contractor shall be guaranteed for a period of at least one (1) year against faulty workmanship or defective materials. The warranty period shall begin on the date of acceptance of the project by the Owner and extend for a period of 365 days thereafter. The Owner may at his option, require that the Contractor post a performance bond in the amount of ten (10) percent of **final** total cost of the project to provide surety for the guarantee.

### **Subsidiary Items**

The Contractor will be responsible for all construction shown on the plans and detailed in the specifications. If an item of construction is not listed in the bid proposal that item will be subsidiary to other items on the proposal. An item shown on the plans, but not listed on the bid proposal does not relieve the Contractor from the responsibility of the work. It will be the Contractor's responsibility to place the cost of the subsidiary item with the cost of a primary item on the proposal.

### **Emergencies**

The Contractor, prior to beginning work, shall provide the County of Cameron and the Engineer with current telephone numbers (home, office, pager and mobile) where the Contractor can be contacted 24 hours per day, including weekends, in case of emergencies related to the project.

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# SECTION 4

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## TECHNICAL SPECIFICATIONS LIST

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**CAMERON COUNTY PCT. #4  
VARIOUS ROADS PROJECT, PHASE  
II, PROJECT II**

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**Project: Cameron County Pct. 4 Various Roads Project Phase II Project II**

**COUNTY OF CAMERON**

**GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS**

**STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF  
TRANSPORTATION November 1, 2014.  
STANDARD SPECIFICATIONS ARE INCORPORATED  
INTO THE CONTRACT BY REFERENCE.**

**ALL SPECIFICATIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED BELOW:**

**STANDARD SPECIFICATIONS:**

- ITEM 104 REMOVING CONCRETE
- ITEM 247 FLEXIBLE BASE (204) (210) (216) (520)
- ITEM 251 REWORKING BASE COURSES (204) (210) (216) (247) (520)
- ITEM 260 LIME TREATMENT (ROAD-MIXED) (204) (210) (216) (247) (300) (310) (520)
- ITEM 310 PRIME COAT (300) (316)
- ITEM 316 SURFACE TREATMENTS (210) (300) (302)
- ITEM 340 DENSE-GRADED HOT MIX ASPHALT (SMALL QUANTITY)  
(300) (301) (320) (520) (585)
- ITEM 400 EXCAVATION AND BACKFILL FOR STRUCTURES  
(401) (402) (403) (416) (420) (421) (423)
- ITEM 420 CONCRETE SUBSTRUCTURES  
(400) (404) (421) (422) (426) (427) (440) (441) (448)
- ITEM 464 REINFORCED CONCRETE PIPE (400) (402) (403) (467) (476)
- ITEM 467 SAFETY END TREATMENT  
(400) (420) (421) (432) (440) (442) (445) (460) (464)
- ITEM 480 CLEANING EXISTING CULVERTS
- ITEM 496 REMOVING STRUCTURES
- ITEM 500 MOBILIZATION
- ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING
- ITEM 506 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS  
(432) (556)
- ITEM 530 INTERSECTIONS, DRIVEWAYS, AND TURNOUTS  
(247) (260) (263) (275) (276) (292) (316) (330) (334) (340) (360) (421) (440)
- ITEM 560 MAILBOX ASSEMBLIES
- ITEM 644 SMALL ROADSIDE SIGN ASSEMBLIES  
(421) (440) (441) (442) (445) (636) (643) (656)
- ITEM 666 RETROREFLECTORIZED PAVEMENT MARKINGS (316) (502) (662) (677) (678)
- ITEM 672 RAISED PAVEMENT MARKINGS (677) (678)

**SPECIAL PROVISIONS:**

**SPECIAL PROVISIONS WILL GOVERN AND TAKE PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED HEREON WHEREVER IN CONFLICT THEREWITH.**

SPECIAL PROVISION TO ITEM 247 (247-003)  
SPECIAL PROVISION TO ITEM 316 (316-002)  
SPECIAL PROVISION TO ITEM 340 (340-004)  
SPECIAL PROVISION TO ITEM 400 (400-001)  
SPECIAL PROVISION TO ITEM 420 (420-001)  
SPECIAL PROVISION TO ITEM 464 (464-001)  
SPECIAL PROVISION TO ITEM 502 (502-008)  
SPECIAL PROVISION TO ITEM 506 (506-005)  
SPECIAL PROVISION TO ITEM 666 (666-007)

**SPECIAL SPECIFICATIONS:**

SPECIAL SPECIFICATION ITEM 5901

**GENERAL:**

THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE- LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.