

Montgomery County

Specification Download Acknowledgement



Invitation to Bid

FORD ROAD
CLEARING AND GRUBBING
PRECINCT 4

Project# 23-03
SPECS

VENDORS MUST IMMEDIATELY RETURN THIS FORM BY EMAIL: purchasing@mctx.org

Vendor Responsibilities

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

For completing the 1295:

Contract ID: 4012 Description: Project 23-03

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

Legal Name of Contracting Company

Contact Person

Complete Mailing Address

Telephone Number

Email Address

Signature

Date



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

501 N. Thompson
Suite 405
Conroe, Texas 77301

936.539.7980
FAX: 936.760.6976
www.mctx.org

November 2, 2022

Invitation to Bid

Sealed bids one (1) original and one (1) copy will be received in the Office of the Montgomery County Purchasing Agent, Attn: Gilbert D. Jalomo, Jr., CPPB, 501 N. Thompson, Suite 405, Conroe, Texas 77301 until 2:00 p.m., November 30, 2022.

PROJECT 23-03
FORD ROAD CLEARING AND GRUBBING
PRECINCT #4

Prospective bidders may obtain specifications at the Office of the Montgomery County Purchasing Agent, 501 N. Thompson, Suite 405, Conroe, Texas 77301 any time after 8:00 a.m. on November 2, 2022. Specifications are also available via download at the Purchasing website: www.mctx.org.

Pre-bid meeting will be held on November 10, 2022 at 10:00 a.m. in person at the office of the Montgomery County Purchasing Department located at 501 N. Thompson, Suite 405, Conroe, Texas 77301. Attendance of the pre-bid meeting is highly recommended.

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

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

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

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

Vendors are responsible for monitoring the Office of the Montgomery County Purchasing Agent website at www.mctx.org for any Addenda, which may be issued.

For any questions relating to the specifications or the submission of this bid, contact Andreea Kovacs, Procurement Project Manager by email at andreea.kovacs@mctx.org or by calling 936.539.7927

Your consideration of this bid request is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Kelly Vidal", is written over a circular stamp that is partially obscured by the signature.

Kelly Vidal, CPPO, CPPB, NIGP-CPP
Assistant County Purchasing Agent

MONTGOMERY COUNTY, TEXAS

PRECINCT 4

JAMES METTS, COMMISSIONER

PROJECT NO. 23-03

FORD RD CLEARING AND GRUBBING

PROJECT MANUAL

BIDDER IS REQUIRED TO FILL IN INFORMATION BELOW:

BIDDER

(COMPANY NAME)

TOTAL AMOUNT OF BID \$ _____

LJA Engineering, Inc.



480 Wildwood Forest Drive
Suite 250

Spring, Texas 77380

Phone: 713.953.5200

Fax: 281.210.1799

www.ljaengineering.com

FRN-F-1386

SCOPE OF WORK FOR FORD ROAD CLEARING AND GRUBBING CONSTRUCTION

This project is for the clearing of right-of-way for a future widening of Ford Rd. The limits are from US 59 to the Montgomery County/Harris County line, as well as lengths of Ricewood Boulevard and Loop 494. This is a total of 185.93 STA (3.52 MI).

The above description of the scope of work is general in nature and is only intended to provide an overview of the project. The complete detailed scope of work and bid items are contained in the plans and specifications. The contractor will have 100 calendar days to complete the project.

This project shall be constructed under the Montgomery County General Conditions and the 2014 Texas Department of Transportation Technical Specifications, as well as SJRA standard specifications.

FORD ROAD CLEARING AND GRUBBING CONSTRUCTION
MONTGOMERY COUNTY, TEXAS

BID FORM

FORD ROAD CLEARING AND GRUBBING CONSTRUCTION						
BID ITEM NUMBER	ITEM NO.	DESCRIPTION	UNIT	EST. QUANT.	UNIT PRICE	TOTAL BID
1	100	PREPARING ROW	STA	185.93		
<u>TOTAL</u>						

MONTGOMERY COUNTY

FORD RD WIDENING CONSTRUCTION

GENERAL NOTES

1. BIDDERS ARE REQUESTED TO VISIT THE VICINITY OF THE PROJECT SITE AND EVALUATE THE EXISTING SITE CONDITIONS.
2. THE ATTENTION OF PROSPECTIVE BIDDERS IS DIRECTED TO ORDINANCES AND REGULATIONS OF LOCAL MUNICIPAL AND COUNTY GOVERNMENTS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH MAY BE APPLICABLE ON THIS PROJECT.
3. THE CONTRACTOR SHALL PROCURE ALL PERMITS AND LICENSES, WHICH ARE TO BE ISSUED TO THE CONTRACTOR BY THE CITY AND/OR COUNTY.
4. NOTIFY THE COUNTY ENGINEER IMMEDIATELY IF DISCREPANCIES ARE DISCOVERED IN THE HORIZONTAL CONTROL OR BENCHMARK DATA.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MARKING STATIONS EVERY 100 FEET AND SHALL MAINTAIN THE MARKINGS FOR THE DURATION OF THE PROJECT.
6. THE APPROXIMATE LOCATIONS OF KNOWN UNDERGROUND UTILITIES HAVE BEEN SHOWN ON THE PLAN SHEETS. PRIOR TO BEGINNING ANY EXCAVATION WORK IN THE AREA OF EXISTING UTILITIES, THE CONTRACTOR SHALL CONTACT THE UTILITY COMPANIES OR THE UTILITY COORDINATING COMMITTEE FOR EXACT LOCATIONS TO PREVENT ANY DAMAGE OR INTERFERENCE WITH PRESENT FACILITIES. THE UTILITY COORDINATING COMMITTEE AND THE TEXAS ONE CALL SYSTEM SHALL BE NOTIFIED AT THE FOLLOWING NUMBER: OUTSIDE HMA, TOLL FREE 1-800-245-4545

THIS ACTION, HOWEVER, SHALL IN NO WAY BE INTERPRETED AS RELIEVING THE CONTRACTOR OF HIS/HER RESPONSIBILITIES UNDER THE TERMS OF THE CONTRACT AS SET OUT IN THE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED BY HIS/HER OPERATIONS AT THE CONTRACTOR'S EXPENSE AND SHALL RESTORE FACILITIES TO SERVICE IN A TIMELY MANNER.

7. IF ANY OVERHEAD OR UNDERGROUND POWER LINES NEED TO BE DE-ENERGIZED, THE CONTRACTOR SHALL CALL THE POWER COMPANY TO DO THIS WORK. ANY COST ASSOCIATED WITH DE-ENERGIZING THE POWER LINE AND/OR ANY OTHER PROTECTIVE MEASURES REQUIRED SHALL BE AT THE CONTRACTOR'S EXPENSE.
8. WHEN THE CONTRACTOR IS WORKING NEAR ANY POWER LINES, IT IS HIS/HER RESPONSIBILITY TO COMPLY WITH THE APPROPRIATE SECTIONS OF TEXAS STATE LAW AND FEDERAL REGULATIONS RELATING TO THE TYPE OF WORK INVOLVED.
9. THE CONTRACTOR WILL BE REQUIRED TO MAKE EVERY EFFORT TO CONTROL DUST CAUSED BY HIS/HER CONSTRUCTION OPERATIONS. IN SWEEPING THE FINISHED CONCRETE PAVEMENT, THE CONTRACTOR WILL BE REQUIRED TO USE ONE OF THE FOLLOWING TYPES OF SWEEPERS (OR EQUAL):

TRICYCLE TYPE	TRUCK TYPE - 4 WHEEL
-----	-----
WAYNE SERIES 900	M-B CRUISER II

ELGIN WHITE WING
ELGIN PELICAN

WAYNE MODEL 945
MOBIL TE-3
MOBIL TE-4
MURPHY 4042

10. DO NOT MIX OR STORE MATERIALS, OR STORE OR REPAIR EQUIPMENT, ON TOP OF CONCRETE PAVEMENT OR BRIDGE DECKS UNLESS AUTHORIZED BY THE COUNTY ENGINEER. PERMISSION WILL BE GRANTED TO STORE MATERIALS ON SURFACES IF NO DAMAGES OR DISCOLORATION WILL RESULT.
11. PERSONAL VEHICLES OF EMPLOYEES ARE NOT PERMITTED TO PARK WITHIN THE RIGHT OF WAY. EMPLOYEES MAY PARK AT THE CONTRACTOR'S OFFICE, EQUIPMENT, AND MATERIALS STORAGE YARD SITES.
12. ASSUME OWNERSHIP OF DEBRIS AND DISPOSE OF AT APPROVED LOCATION. DO NOT DISPOSE OF DEBRIS ON PRIVATE PROPERTY UNLESS APPROVED IN WRITING BY COUNTY ENGINEER.
13. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING ELEVATIONS AT LOCATIONS WHERE A PROPOSED TO EXISTING TIE-IN IS LOCATED. LIMITS OF WORK MAY BE ADJUSTED AS DIRECTED BY THE ENGINEER IN ORDER TO MATCH EXISTING ROADWAY ELEVATIONS, EXISTING CHANNEL BANKS AND OUTFALLS.
14. ENSURE THE ROAD IS ALWAYS OPEN TO TRAFFIC. MAINTAIN ACCESS TO PUBLIC AND PRIVATE DRIVES AND SIDE ROADS AT ALL TIMES.
15. THE COST FOR MATERIALS, LABOR, AND INCIDENTALS TO PROVIDE FOR TRAFFIC ACROSS THE ROADWAY AND FOR INGRESS AND EGRESS TO PRIVATE PROPERTY IN ACCORDANCE WITH TXDOT GENERAL CONDITION ARTICLE 7.7 OF THE STANDARD SPECIFICATIONS IS SUBSIDIARY TO THE VARIOUS BID ITEMS. RESTORE ACCESS ROADWAYS TO THEIR ORIGINAL CONDITION UPON COMPLETING CONSTRUCTION.
16. SCHEDULE CONSTRUCTION OPERATIONS SUCH THAT PREPARING INDIVIDUAL ITEMS OF WORK FOLLOWS IN CLOSE SEQUENCE TO CONSTRUCTING STORM DRAINS IN ORDER TO PROVIDE AS LITTLE INCONVENIENCE AS PRACTICAL TO THE BUSINESSES AND RESIDENTS ALONG THE PROJECT.
17. CONSIDER THE LOCATIONS OF UNDERGROUND UTILITIES DEPICTED IN THE PLANS AS APPROXIMATE AND EMPLOY RESPONSIBLE CARE TO AVOID DAMAGING UTILITY FACILITIES. DEPENDING UPON SCOPE AND MAGNITUDE OF PLANNED CONSTRUCTION ACTIVITIES, ADVANCED FIELD CONFIRMATION BY THE UTILITY OWNER OR OPERATOR MAY BE PRUDENT. WHERE POSSIBLE, PROTECT AND PRESERVE PERMANENT SIGNS, MARKERS, AND DESIGNATIONS OF UNDERGROUND FACILITIES.

IF THE CONTRACTOR DAMAGES OR CAUSE DAMAGE (BREAKS, LEAKS, NICKS, DENTS, GOUGES, ETC.) TO THE UTILITY, CONTACT THE UTILITY FACILITY OWNER OR OPERATOR IMMEDIATELY.

INSTALL OR REMOVE POLES AND LUMINAIRES LOCATED NEAR OVERHEAD OR UNDERGROUND ELECTRICAL LINES USING ESTABLISHED INDUSTRY AND UTILITY SAFETY PRACTICES. CONSULT THE APPROPRIATE UTILITY COMPANY BEFORE BEGINNING SUCH WORK.

IF OVERHEAD OR UNDERGROUND POWER LINES NEED TO BE DE-ENERGIZED, CONTACT THE ELECTRICAL SERVICE PROVIDER TO PERFORM THIS WORK. COSTS ASSOCIATED WITH DE-ENERGIZING

THE POWER LINES OR OTHER PROTECTIVE MEASURES REQUIRED ARE AT NO EXPENSE TO THE COUNTY.

IF WORKING NEAR POWER LINES, COMPLY WITH THE APPROPRIATE SECTIONS OF TEXAS STATE LAW AND FEDERAL REGULATIONS RELATING TO THE TYPE OF WORK INVOLVED.

PERFORM ELECTRICAL WORK IN CONFORMANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND STANDARD SHEETS.

18. MAINTAIN THE ROADWAY SLOPE STABILITY. MAINTAINING SLOPE STABILITY IS SUBSIDIARY TO THE VARIOUS BID ITEMS.
19. BEFORE STARTING WORK ON A CONSTRUCTION CONTRACT, PREPARE AND SUBMIT A PROGRESS SCHEDULE BASED ON THE SEQUENCE OF WORK AND TRAFFIC CONTROL PLAN SHOWN IN THE CONTRACT. AT A MINIMUM, PREPARE THE PROGRESS SCHEDULE AS A BAR CHART. INCLUDE ALL PLANNED WORK ACTIVITIES AND SEQUENCES AND SHOW COMPLETION WITHIN THE NUMBER OF CALENDAR DAYS SPECIFIED. INCORPORATE MAJOR MATERIAL PROCUREMENTS, KNOWN UTILITY RELOCATIONS, AND OTHER ACTIVITIES THAT MAY AFFECT THE COMPLETION OF THE CONTRACT IN THE PROGRESS SCHEDULE. SHOW A BEGINNING DATE, ENDING DATE, AND DURATION IN NUMBER OF CALENDAR DAYS FOR EACH ACTIVITY. DO NOT USE ACTIVITIES EXCEEDING 30 CALENDAR DAYS, EXCEPT FOR AGREED UPON ACTIVITIES. SHOW AN ESTIMATED PRODUCTION RATE PER CALENDAR DAY FOR EACH WORK ACTIVITY.

SUBMIT AN UPDATED PROGRESS SCHEDULE MONTHLY, UNLESS OTHERWISE SHOWN IN THE CONTRACT OR AS DIRECTED. UPDATE THE PROGRESS SCHEDULE BY ADDING ACTUAL PROGRESS MADE DURING THE PREVIOUS UPDATE PERIOD, INCLUDING APPROVED CHANGES TO THE SEQUENCE OF WORK AND THE TRAFFIC CONTROL PLAN. IF AN UPDATED PROGRESS SCHEDULE INDICATES THE CONTRACT WILL NOT BE COMPLETED WITHIN THE NUMBER OF CALENDAR DAYS SPECIFIED, NOTIFY THE ENGINEER IN WRITING WHETHER THE CONTRACTOR WILL REVISE THE PROGRESS SCHEDULE TO MEET THE NUMBER OF CALENDAR DAYS SPECIFIED OR EXCEED THE NUMBER OF CALENDAR DAYS SPECIFIED.

NO DIRECT COMPENSATION WILL BE MADE FOR FULFILLING THESE REQUIREMENTS, AS THIS WORK IS CONSIDERED SUBSIDIARY TO THE ITEMS OF THE CONTRACT.

20. CALENDAR DAYS WILL BE CHARGED SUNDAY THROUGH SATURDAY, INCLUDING ALL HOLIDAYS, REGARDLESS OF WEATHER CONDITIONS, MATERIAL AVAILABILITY, OR OTHER CONDITIONS NOT UNDER THE CONTROL OF THE CONTRACTOR. WORK DAYS EQUAL CALENDAR DAYS.

21. ITEM 100: PREPARING RIGHT OF WAY

CLEAN EXISTING DITCHES UNDER FILL SECTIONS OF UNDESIRABLE MATERIALS INCLUDING GRASS, MUCK, AND TRASH. PERFORM THIS WORK IN ACCORDANCE WITH THE CONSTRUCTION SECTION OF THE ITEM, "PREPARING RIGHT OF WAY." THIS WORK IS SUBSIDIARY TO THIS BID ITEM.

THE ITEM, "PREPARING RIGHT OF WAY" WILL BE MEASURED FOR PAYMENT ONLY WITHIN THE LIMITS SHOWN ON THE PLANS. PREPARING RIGHT OF WAY NECESSARY TO PERFORM CONSTRUCTION THAT IS OUTSIDE LIMITS SHOWN ON THE PLANS IS SUBSIDIARY TO THE BID ITEM.

REMOVE ABANDONED UTILITIES THAT ARE IN CONFLICT WITH THE NEW UTILITIES, AT NO EXPENSE TO MONTGOMERY COUNTY.

REESTABLISH AND MAINTAIN RIGHT OF WAY STAKES AFTER COMPLETING THE RIGHT OF WAY PREPARATION ACTIVITIES AND UNTIL UTILITIES ARE IN PLACE.

REMOVE AND ASSUME OWNERSHIP OF THE EXISTING GROUND MOUNTED SIGNS WITHIN THE LIMITS OF ROADWAY CONSTRUCTION UNLESS OTHERWISE NOTED OR DIRECTED. THIS WORK IS SUBSIDIARY TO THE ITEM, "PREPARING RIGHT OF WAY".

REFERENCE TECHNICAL SPECIFICATIONS

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

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

REFERENCED SPECIFICATIONS:

ITEM 100 PREPARING RIGHT OF WAY

GENERAL:

The above-listed specification items, together with such other pertinent items, if any, as may be referred to in above listed specification items, constitute the complete specifications for this project.

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BID PACKAGE CHECK LIST

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

Bidders should review the package thoroughly.

If additional information is needed, contact Montgomery County Purchasing Dept at 936-539-7980.

Bidder must check each task as it is completed.

Include this form with the appropriate bid documents.

Required		✓	Required		✓
X	BID FORMS Must be completed and signed in ink. Failure to do so may cause Bids to be rejected.		X	GENERAL REQUIREMENTS AND TERMS Bidder should be familiar with all General Requirements and Terms.	
X	Contract		X	BID BOND REQUIREMENTS This Bond applies to certain Bids as stated in Montgomery County Terms and Conditions.	
X	Acknowledgement				
X	References				
X	Verification				
X	Certification Regarding Lobbying		X	SUBMITTING PROCEDURE ❖ Company Name ❖ Project Number ❖ Opening Date	❖ Project Title
X	Certification Regarding Government-Wide Debarment and Suspension (nonprocurement)				
X	Disclosure of Disinterested Parties (Form 1295)				
X	Vendor Information Sheet				
X	W-9 Submittal		X	<ul style="list-style-type: none"> Ethics Training Completed and Certificate of Completion included with bid response. Conflict Disclosure Form must be included in bid response 	
X	Bidder/Offeree Self Certification			*click on outlined link for more information	
X	Israel Boycott Statement				
AFTER AWARD IS MADE, THE FOLLOWING DOCUMENTS MUST BE PROVIDED Check if you are prepared to provide these after award, as required.					
Required		✓	Required		✓
	TEST REPORTS			SAFETY DATA SHEETS	
X	PERFORMANCE BOND REQUIREMENTS This Bond applies to bids that exceed \$100,000 as stated in the Montgomery County Terms and Conditions.		X	PAYMENT BOND REQUIREMENTS This Bond applies to bids that exceed \$25,000 as stated in the Montgomery County Terms and Conditions.	
INSURANCE INFORMATION					
Required		✓	Required		✓
X	WORKERS' COMPENSATION Check if you are prepared to provide this after award, as required, if applicable.		X	ACTIVE VENDOR Check here only if your company has conducted business with Montgomery County within the past year; AND all current insurance certificates are on file at this time.	
X	GENERAL LIABILITY AND AUTO Check if you are prepared to provide this after award, as required, if applicable.				

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

MONTGOMERY COUNTY BID SPECIFICATIONS

BIDDING REQUIREMENTS:

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

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

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

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

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

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

SPECIAL NOTE

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

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

NOTICE TO ALL BIDDERS

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

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

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

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

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

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

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

THIS AGREEMENT is made this _____ day of _____, _____, by and between Montgomery County, Texas, a political subdivision of the State of Texas, hereinafter called, "County" and _____, a _____, whose principal place of business is located at _____, and is hereinafter called "Contractor."

WHEREAS, County has awarded to Contractor a contract for the construction of a Public Works Project generally described as _____ and being more particularly described in the plans and specifications accompanying this agreement, and;

WHEREAS, Contractor has agreed to construct such Public Works project in conformity with the plans and specifications and to supply all necessary labor and materials at the prices set forth in the bid form submitted by Contractor and accompanying this agreement;

NOW THEREFORE be it agreed by County and contractor as follows:

1. The following documents attached hereto and accompanying this agreement are incorporated herein, and the provisions set forth therein shall become a part of this agreement:
 - a. Notice to Bidders
 - b. Contractor's Bid Form
 - c. General Provisions and Attachments
 - d. Special provisions
 - e. Technical Provisions including all Plans, Specifications and Technical Requirements
 - f. Contractor's Performance and Payment Bonds
2. It is expressly understood and agreed that County has available the total maximum sum of funds hereinafter certified available by its County Auditor for the purpose of satisfying County's obligations under the terms and provisions of this agreement; that notwithstanding anything to the contrary or that may be construed to the contrary, the liability of County is limited to said sum, plus additional amounts of funds from time to time certified, available for the purpose of satisfying County's obligations under the terms and provisions of this agreement. Should County, without cause, fail or refuse to pay Contractor any consideration due under this agreement or fail to refuse to appropriate such additional funds, if any, as may be required to complete the contract work, then the sole and exclusive remedy of Contractor shall be to terminate this agreement and take possession of any goods or materials not then complete in place and for which County had not previously paid the consideration established under this agreement.
3. This Contract, including all items listed, contains the whole agreement between the conditions, or collateral agreements, other than those expressly set forth herein.

WHEREFORE, premises considered, County hereby executes this agreement on the ____ day of

_____, _____.

MONTGOMERY COUNTY, TEXAS:

CONTRACTOR:

Signed Name

Mark Keough, County Judge

Printed Name

Date

Signed Name

Printed Name

Date

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

Attest:

County Clerk

**FUNDING OUT
(If Applicable)**

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

AUDITOR'S CERTIFICATION

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

County Auditor
Montgomery County, Texas

Date

ACKNOWLEDGMENT

CORPORATE

THE STATE OF _____ §

COUNTY OF _____ §

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

NOTARY PUBLIC

Printed Name _____

Commission Expires: _____

PARTNERSHIP

THE STATE OF _____ §

COUNTY OF _____ §

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

NOTARY PUBLIC

Printed Name: _____

Commission Expires: _____

ACKNOWLEDGMENT CONTINUED

INDIVIDUAL OR SOLE PROPRIETORSHIP

THE STATE OF _____§

COUNTY OF _____§

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

NOTARY PUBLIC

Printed Name_____

Commission Expires_____

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

RESIDENCE CERTIFICATION

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

Sec. 2252.001 DEFINITIONS

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

Sec. 2252.002 AWARD OF CONTRACT TO NONRESIDENT BIDDER

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

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

I certify that _____
COMPANY NAME

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

Signature: _____

Print Name: _____

Title: _____

I certify that _____
COMPANY NAME

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

Signature: _____

Print Name: _____

Title: _____

VERIFICATION

THE STATE OF _____§

COUNTY OF _____§

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

Sworn to and signed before me this _____ day of _____, 20____.

Notary Public

Name: _____

Commission Expires: _____

PAYMENT BOND

THE STATE OF _____ §

COUNTY OF _____ §

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

PRINCIPAL

SURETY

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

PHONE NUMBER: _____

PHONE NUMBER: _____

EMAIL: _____

EMAIL: _____

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

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

PERFORMANCE BOND

THE STATE OF _____ §
COUNTY OF _____ §

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

PRINCIPAL

BY: _____

TITLE: _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL: _____

SURETY

BY: _____

TITLE: _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL: _____

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

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

NON-COLLUSION AFFIDAVIT AND DEBARMENT CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A CONTRACTOR NAME

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

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

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder

Print or type individual name

Trading and doing business as

Print or type Contractor name

Address as Prequalified

Witness

Signature of Prequalified Bidder, Individually

Print or type witness' name

Print or type signer's name

AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to before me this the _____ day of _____ 20____.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NON-COLLUSION AFFIDAVIT AND DEBARMENT CERTIFICATION CONTINUED

CORPORATE ENTITIES DOING BUSINESS UNDER A CONTRACTOR NAME

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

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

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder

Print or type Corporate name

Trading and doing business as

Print or type Contractor name

Address as Prequalified

Witness

Signature of Prequalified Bidder, Individually

Print or type witness' name

Print or type signer's name

AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to before me this the ____ day of _____ 20____.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

CHANGE ORDER NO. _____

PURCHASE ORDER NO. _____

PROJECT: _____

CONTRACTOR: _____

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

DESCRIPTION OF CHANGES: _____

ATTACHMENTS: (List Supporting Documents) _____

CHANGE IN CONTRACT PRICE

CHANGE IN CONTRACT TIME

1. Original price: \$ _____

Original Time: _____ Days

2. Total of prior change orders: \$ _____

Total of prior change orders: _____ Days

3. Total price prior to current change order: \$ _____

Total time prior to current change order: _____ Days

4. Total of current change order: \$ _____

Total of current change order: _____ Days

5. New price resulting from current change order: \$ _____

New time resulting from current change order: _____ Days

AGREED BY:

CONTRACTOR: _____

COMPANY NAME

SIGNATURE: _____ **TITLE:** _____

DATE: _____

DO NOT WRITE BELOW THIS LINE

APPROVED: _____

MONTGOMERY COUNTY CONTRACT REPRESENTATIVE

CONTRACTOR ACKNOWLEDGEMENT OF STORMWATER MANAGEMENT PROGRAM

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

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

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

Furthermore, I agree to notify Montgomery County immediately of any issue caused by, or identified by

_____ (Contractor) that is believed to be an immediate threat to human health or the environment.

Name of Contractor

Signature of Authorized Representative

Title

Printed Name

Date

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project _____

Job No. _____

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

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

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

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

Date _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

Sworn to and subscribed before me by on _____, 20____.

Notary Public in and for the State of Texas
My commission expires: _____

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project _____

Job No. _____

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

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

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

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

Date _____

_____ (Company name)

By _____ (Signature)

_____ (Title)

Sworn to and subscribed before me by on _____, 20____.

Notary Public in and for the State of Texas
My commission expires: _____

SPECIAL PROVISION
PREVAILING WAGE RATE

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

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

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

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

<http://www.wdol.gov>

Note:

This project does not fall under the Davis Bacon Act.

"General Decision Number: TX20220038 02/25/2022

Superseded General Decision Number: TX20210038

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* SUTX2011-013 08/10/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....	\$ 12.98	**
ELECTRICIAN.....	\$ 27.11	
FORM BUILDER/FORM SETTER Paving & Curb.....	\$ 12.34	**
Structures.....	\$ 12.23	**
LABORER Asphalt Raker.....	\$ 12.36	**
Flagger.....	\$ 10.33	**
Laborer, Common.....	\$ 11.02	**
Laborer, Utility.....	\$ 11.73	**
Pipelayer.....	\$ 12.12	**
Work Zone Barricade Servicer.....	\$ 11.67	**
PAINTER (Structures).....	\$ 18.62	
POWER EQUIPMENT OPERATOR: Asphalt Distributor.....	\$ 14.06	**
Asphalt Paving Machine.....	\$ 14.32	**
Broom or Sweeper.....	\$ 12.68	**
Concrete Pavement Finishing Machine.....	\$ 13.07	**
Concrete Paving, Curing, Float, Texturing Machine....	\$ 11.71	**
Concrete Saw.....	\$ 13.99	**
Crane, Hydraulic 80 Tons or less.....	\$ 13.86	**
Crane, Lattice boom 80 tons or less.....	\$ 14.97	**
Crane, Lattice boom over 80 Tons.....	\$ 15.80	
Crawler Tractor.....	\$ 13.68	**
Excavator, 50,000 pounds or less.....	\$ 12.71	**
Excavator, Over 50,000 pounds.....	\$ 14.53	**
Foundation Drill, Crawler Mounted.....	\$ 17.43	
Foundation Drill, Truck Mounted.....	\$ 15.89	
Front End Loader 3 CY or Less.....	\$ 13.32	**
Front End Loader, Over 3 CY.	\$ 13.17	**
Loader/Backhoe.....	\$ 14.29	**
Mechanic.....	\$ 16.96	
Milling Machine.....	\$ 13.53	**
Motor Grader, Fine Grade....	\$ 15.69	
Motor Grader, Rough.....	\$ 14.23	**
Off Road Hauler.....	\$ 14.60	**

Pavement Marking Machine....\$ 11.18 **
 Piledriver.....\$ 14.95 **
 Roller, Asphalt.....\$ 11.95 **
 Roller, Other.....\$ 11.57 **
 Scraper.....\$ 13.47 **
 Spreader Box.....\$ 13.58 **

Servicer.....\$ 13.97 **

Steel Worker

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

TRUCK DRIVER

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

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

=====
 ** Workers in this classification may be entitled to a higher
 minimum wage under Executive Order 14026 (\$15.00) or 13658
 (\$11.25). Please see the Note at the top of the wage
 determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
 for Federal Contractors applies to all contracts subject to the
 Davis-Bacon Act for which the contract is awarded (and any
 solicitation was issued) on or after January 1, 2017. If this
 contract is covered by the EO, the contractor must provide
 employees with 1 hour of paid sick leave for every 30 hours
 they work, up to 56 hours of paid sick leave each year.
 Employees must be permitted to use paid sick leave for their
 own illness, injury or other health-related needs, including
 preventive care; to assist a family member (or person who is
 like family to the employee) who is ill, injured, or has other
 health-related needs, including preventive care; or for reasons
 resulting from, or to assist a family member (or person who is
 like family to the employee) who is a victim of, domestic
 violence, sexual assault, or stalking. Additional information
 on contractor requirements and worker protections under the EO
 is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

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

 The body of each wage determination lists the classification
 and wage rates that have been found to be prevailing for the
 cited type(s) of construction in the area covered by the wage
 determination. The classifications are listed in alphabetical
 order of "identifiers" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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

=====

END OF GENERAL DECISIO"

MONTGOMERY COUNTY GENERAL PROVISIONS

SECTION 1 **DEFINITION OF TERMS**

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

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

SECTION 2

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

DO NOT OPEN IN MAIL ROOM

- 2.4 Bid Bond:** If the contract is for the construction of Public Works, including, but not limited to, the construction, alteration, or repair of any public building, bridge, road, or like improvement, bidder shall submit a bid bond in the amount of (5%) of the bid amount. County may, by special provision, require submission of a bid bond in the amount of (5%) of the bid amount for any other contract where the bid amount shall exceed \$100,000.00. Commissioners' Court also has the option to require a bid bond in the amount of 5% of the bid amount if the total bid amount is less than \$100,000.00. Where required, the bid bond shall accompany submission of the bid and must be executed by a corporate surety authorized to do business in the State of Texas.

- 2.5 **Withdrawal of Bid:** A bidder may withdraw his bid, without penalty, by making written request delivered to the Purchasing Agent prior to the time fixed for the opening of bids.
- 2.6 **Public Opening of Bids:** Bids will be opened and read publicly at the time and place indicated in the Notice to Bidders. However, County reserves the right to extend the time for opening in the manner provided by law as stated in Texas Local Government Code, Section 262.026.
- 2.7 **Addenda:** Any interpretations, corrections, or changes to this Invitation to Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested by Montgomery County Purchasing Agent. Addenda will be mailed or faxed to all who are known to have received a copy of this Invitation to Bid. Bidders shall acknowledge receipt of all addenda, by faxing the signature page back or by mailing in the signature page with the Invitation to Bid.
- 2.8 **Use of Local Subcontractors and Suppliers:** It is the intention of the County that local businesses to be given every consideration and opportunity to provide services and materials for this project. Contractors submitting bids for this project are encouraged to use local businesses wherever possible, but not to the extent that their participation will result in the contractor's bid not being competitive.
- 2.9 **Conflict of Interest:** Potential bidders/proposers are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176.
- 2.10 **Confidentiality:** Any material requested to be considered as **CONFIDENTIAL** in nature must be placed in a separate envelope clearly marked **CONFIDENTIAL**; provided, such material will be treated as confidential by Montgomery County only to the extent allowable in the Government Code, Chapter 552 of the Public Information Act and except where required by Court with competent jurisdiction to release information. If items are not placed in an envelope and marked **CONFIDENTIAL**, Montgomery County will not be liable for disclosing the information.
- 2.11 **Scanned Or Re-Typed Response:** If in its response, offeror either electronically scans, re-types or in some way reproduces the County's published bid package, then in the event of any conflict between the terms and provisions of the County's published bid package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's bid package **as published** shall control. Furthermore, if an alteration of any kind to the County's published bid package is only discovered after the contract is executed and is not being performed; the contract is subject to immediate cancellation.
- 2.12 **Digital Format:** If Offeror obtained the bid specifications in digital format in order to prepare a response, ***the bid must be submitted in hard copy*** according to instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specifications **as published** shall control. Furthermore, if an alteration of any kind to the County's published bid package is only discovered after the contract is executed and is not being performed; the contract is subject to immediate cancellation.
- 2.13 **Disclosure Of Interested Parties:** Per Government Code, Statute §2252.908, effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties" by the participating vendor. Form 1295 is also required for any and all contract amendments, extensions or renewals. Vendors are required to visit the Texas Ethics Commissions (TEC) website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and file a 1295 Certificate. After filing the form with TEC, it must be printed, signed and notarized and included with the bid/proposal submission. Publicly owned companies are exempt from the 1295 requirement.

- 2.14 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES:** Respondent/Bidder/Proposer represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent/Bidder/Proposer shall promptly notify Montgomery County. *[Per 87(R) S.B. 13 effective 9/1/21]*
- 2.15 PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES:** Respondent/Bidder/Proposer verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent/Bidder/Proposer shall promptly notify Montgomery County. *[Per 87(R) S.B. 19 effective 9/1/21]*
- 2.16 DEBARMENTS**
Contractor certifies that at the time of submission of its bid, Contractor was not on the federal government's list of suspended, ineligible or debarred contractors and that Contractor has not been placed on this list between the time of its bid submission and the time of execution of the Contract. If Contractor is placed on this list during the term of the Contract, Contractor shall notify the Montgomery County Director of Purchasing. False certification or failure to notify may result in termination of the Contract for default.
- 2.17 MONTGOMERY COUNTY ETHICS TRAINING**
In compliance with Chapter 161 of the Texas Local Government Code, vendors must complete this training at least once per year when doing business with Montgomery County, Texas.
Any vendor involved in a single procurement exceeding \$50,000.00 must complete training on the Montgomery County Code of Ethics. This training certificate must be completed and submitted with each bid or proposal, in response to a request for qualifications or proposals, or otherwise contracting with the county. The training must be completed by an officer, principal, or other person with the authority to bind the vendor. The Purchasing Department will confirm that each responder has completed the required training affidavit prior to considering a bid or proposal and shall disqualify responders that have not completed the training. This training requirement does not apply to emergency purchases.
Training can be found at
https://www.mctx.org/departments/departments_d - f/ethics_commission/online_training.php

SECTION 3
AWARD AND EXECUTION OF CONTRACT

3.1 Award of Contract: Award of the Contract shall be made to the responsible Bidder who submits the lowest and best bid. However, County reserves the right to waive any formality or irregularity, to make awards of a portion of the work only, to make awards to more than one Bidder, to reject all bids or require new bids, if in the best interest of County. County shall execute the Contract upon award of the bid.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

1. The Bidder being interested in any litigation between both parties.
2. The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
3. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
4. Uncompleted work, which in the judgment of the County, will prevent or hinder the prompt completion of additional work, if awarded.

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

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

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

If the contract is for the construction of Public Works, including, but not limited to the construction, alteration or repair of any public building, bridge, road or like improvement, and contract price shall exceed the sum of \$25,000.00, the successful bidder shall be required to submit a **Payment Bond** for the protection of all claimants supplying labor or materials in connection with the prosecution of the work provided for in the contract. Where required, the payment bond shall be submitted by the successful bidder within

twenty (20) days of the award of the bid. Payment bonds shall be in an amount equal to the contract price and must be executed by a corporate surety authorized to do business in the State of Texas.

3.4 Failure to Deliver Bonds or Certificates of Insurance:

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

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

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

SECTION 4
INSURANCE AND INDEMNIFICATION

4.1 CERTIFICATES OF INSURANCE

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

1. Worker's Compensation – Statutory Employers Liability

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

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

A. Definitions:

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

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

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

- B.** The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C.** The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

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

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

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

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate (per project)
\$2,000,000 Products/ Completed Operations
\$1,000,000 Personal Advertising & Injury
\$ 100,000 Damage to Rented Premises
\$ 5,000 Medical Expense (Any One Person)

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

The policy shall specifically include:

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

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

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

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

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

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

SECTION 5
PREVAILING WAGE RATE

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

2258.021 Right to be Paid Prevailing Wage Rates

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

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

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

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

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

5.2 Penalty:

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

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

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

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

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

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

2258.051 Duty of Public Body to Hear Complaints and Withhold Payment

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

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

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

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

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

SECTION 6 **AUTHORITY OF ENGINEER**

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

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

SECTION 7

PROSECUTION OF THE WORK

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

may be sublet, a competent and reliable English-speaking superintendent, authorized to receive orders and to act on their behalf.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 7.9 Laws to Be Observed:** The contractor is assumed to have made himself familiar with and at all times shall observe and comply with all federal, state, county and city laws, ordinances and regulations in any manner affecting the conduct of the work, and shall indemnify and save harmless the county and its representatives against any claim arising from the violation of any such laws, ordinances or regulations, by the contractor or by his employees.
- 7.10 Permits and Licenses:** The contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of work.
- 7.11 Patented Devices, Materials, and Processes:** If the contractor is required or desires to use any design, material or process covered by letters, patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner; and a copy of the agreement shall be filed with the county. If no such agreement is made or filed as noted, the contractor and the surety shall indemnify and save harmless the county from any and all claims of infringement.

- 7.12 **Sanitary Provisions:** The contractor shall provide and maintain in a neat, sanitary condition, at his expense, such accommodations for the use of his employees as may be necessary to comply with the requirements of any federal, state, county or city laws, ordinances or regulations.
- 7.13 **Use of Explosives:** No explosives shall be permitted unless prior approval is obtained in written form from Montgomery County Commissioners' Court.
- 7.14 **Preservation and Restoration of Property, Trees, and Monuments:** The contractor shall be responsible for the preservation of all public and private property, trees, monuments, etcetera, along and adjacent to the roadway, and shall use every precaution necessary to prevent damage to pipes, conduits and other underground structures, and shall protect carefully from disturbance or damage all land, monuments and property marks. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring same, or he shall make good such damage or injury in an acceptable manner. Certain trees and shrubs growing within the right of way shall be preserved in good condition by the contractor, at his expense, when designated in the specifications or by the Engineer. The contractor shall trim them to the extent and in the manner directed by the Engineer to remove traffic hazards.
- 7.15 **Responsibility for Damage or Claims:**
- A. The contractor shall be responsible for all claims, suits or actions brought by any party or person for any personal injury or property damage of any kind which is suffered by any entity or person on, about or adjacent to the roadway and/or job site made the subject of this contract, during the pendency of the contract. Contractor's responsibility hereunder shall continue until the job is finally completed and the county releases and accepts the work as complete. Any claim not paid by the contractor shall be deducted from retainage; however, the contractor's responsibility is not limited merely to the amount of retainage held.
 - B. The contractor shall save harmless the county and all its representatives from all suits, actions or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work, or through the use of unacceptable materials in the construction of the improvement, or on account of any act or omission by the said contractor. He shall not be released from said responsibility until the roadway shall have been completed and accepted, and so much of the money due the said contractor under and by virtue of his contract may be retained by the county, or his surety may be held until such claims have been settled and suitable evidence to that effect is furnished to the county.
- 7.16 **Contractor's Responsibility for Work:** Until the acceptance of the work, it shall be under the charge and care of the contractor. He shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any cause, whether arising from the execution or from the non-execution of the work. The contractor

shall rebuild, repair, restore and make good, at his own expense, all injuries or damages to any portion of the work, before its completion and acceptance. The contractor will be required to maintain the road in first class condition until final acceptance. Whenever, in the opinion of the Engineer, any roadway, or portion thereof, is in acceptable condition for travel, it shall be opened to traffic as may be directed; and such opening shall not be held to be in any way an acceptance of the roadway, or any part of it, or as a waiver of any of the provisions of the plans, specifications, and contract. Necessary repairs or renewals made on any section of the roadway, due to its being opened to travel under instructions from the Engineer, to defective materials or work, natural causes, ordinary wear and tear, or otherwise, pending completion and acceptance of the roadway, shall be performed at the expense of the contractor.

- 7.17 **Restoration of Surfaces Opened by Permit:** The contractor shall not allow anyone to make an opening in or under the surface of the road unless a duly authorized permit from or by the Engineer is presented. Until the acceptance of the work to be performed under the contract, the contractor shall make all necessary repairs in an acceptable manner at any point in the roadway where any opening has been made by due authority. The contractor shall be paid for such repair work by the party to whom the permit is issued.
- 7.18 **Plans:** Plans will show, in detail, structures up to and including twenty (20) foot spans, lines, grades, typical cross-section improvement and general cross sections; plans also will show general features of bridges (over 20 foot span). Such supplementary bridge plans, shop details, working drawings and other data as are necessary shall be furnished by the contractor, but shall not be used prior to approval. Authorized alterations will be endorsed on approved plans or shown on supplementary sheets. Working drawings for steel structures shall consist of shop details, erection and other working plans showing details, dimensions, size of materials and other information necessary for the complete fabrication and erection of the metal work. Working drawings of concrete structures shall consist of such detailed plans as may reasonably be required for the successful prosecution of the work and which are not included in the plans furnished by the Engineer. These may include plans for false work, bracing, centering and form work, masonry layout diagrams and diagrams for bent reinforcement. It is expressly understood that the approval of the Engineer of the contractor's working drawings is general, and such approval will not relieve the contractor of any responsibility whatsoever. The contractor shall furnish the Engineer with such blueprint copies of the working drawings as may be required for approval and/or construction purposes; and, upon completion of the work, the original tracings, if required, shall be surrendered to the Engineer. The contract price shall include the cost of furnishing all working drawings at no additional cost to the county.
- 7.19 **Construction Stakes:** Unless otherwise provided by special provisions, the contractor shall furnish and set construction stakes establishing lines, grades and benchmarks in sewers, buildings, road work and bridge work, and shall furnish the County Engineer with all necessary information relating to lines and grades. The contractor shall furnish all additional stakes, all templates, and other materials necessary for marking and maintaining points and lines given.
- 7.20 **Inspection:** Inspectors shall be authorized to inspect all work done and all materials furnished. In cases of dispute arising between the contractor and the inspector as to materials furnished or the manner of performing the work, the inspector shall have authority to reject materials or to suspend work until the question at issue can be referred to, and decided by, the Engineer. The inspector shall not, however, be authorized to revoke,

alter, enlarge, relax or release any requirements of these specifications. He shall, in no case, act as foreman or perform other duties for the contractor or interfere with the management of the work. Any advice which the inspector may give the contractor shall in no way be construed as binding the Engineer or the County or as releasing the contractor from the fulfillment of the terms of the contract.

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

Before any equipment will be allowed on the job, it shall be examined closely by the Engineer or his representative and, if found to be in such condition as would probably cause a breakdown or delay, the contractor shall not be allowed to start operation with said equipment or close a section of the road until all defective parts are replaced and the Engineer is satisfied that causes of delays due to plant breakdown are at a minimum. Approval of equipment will not relieve the contractor of responsibility. No item of equipment or machinery, after once being placed on the work, shall be removed without the consent of the Engineer.

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

SECTION 8

ALTERATION OF CONTRACT

- 8.1 **Alteration of Price or Time:** No alteration of the contract, price, or time shall be made except by change order bearing the express written approval of County and executed prior to performance of any work or the provision of any materials contemplated by such change order. Claims for additional compensation for the performance of any work or the provision of any materials not covered by a change order will be denied.
- 8.2 **Field Orders:** Engineer may authorize minor variations in the work which do not involve an adjustment in contract price or time and are consistent with the overall intent of the contract documents. Such minor variations may be accomplished by a field order issued by the Engineer. If the contractor believes a field order justifies a change in contract time or price, he shall, within seventy-two (72) hours of receipt of such Field Order, prepare and submit to Engineer an appropriate Change Order for Presentation to County. County's determination, with respect to such Change Order, shall be deemed final. Failure by Contractor to submit such claim within the period of time, and in the manner prescribed herein, shall be deemed a waiver by Contractor of any such claim.
- 8.3 **Change Orders:** Change Orders shall be executed by County and shall apply only to alterations which are for work within the general scope of the Contract as originally executed. All Change Orders shall be prepared upon the prescribed form accompanying these General Requirements. Change Orders shall be required where the actual quantities of material or labor necessary for completion of the work exceeds the estimated quantities set forth in the Bid Specifications, or where acceptable completion of the work requires material or labor not provided for in the Bid Specifications or a prior Change Order. Where Change Order work is covered by unit prices contained in Contractors bid or in a prior Change Order not disputed by Contractor, then the value of such material or labor shall be determined by application of such previously established unit prices, and Contractor shall accept payment at such prices for the accepted quantities of work. Where Change Order work is not covered by a previously established unit price, then the value of any required materials or labor shall, if possible, be based upon mutual agreement between County and Contractor, provided, however, County reserves the right to require, and Contractor agrees to perform, such work in the absence of mutual agreement with the value thereof to be determined as Force Account work.
- 8.4 **Change in the Work:** The **maximum** allowance for overhead and profit combined, included in the total cost of Owner, shall be based on the following schedule:
- For Contractor, for any work performed by his own forces, 15% of the cost;
 - For each subcontractor involved, work performed by his own forces, 15% of the cost;

- For Contractor, for work performed by his subcontractor, 5% of the amount due the subcontractor.

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

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

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

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

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

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

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

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

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

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

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

SECTION 9

CONTRACT TIME AND DAMAGES FOR DELAY

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

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

SECTION 10

PAYMENT AND ACCEPTANCE

- 10.1 **Contract Price:** Contract price shall be determined by application of the appropriate lump sum pricing, unit pricing, or combination thereof, contained in Contractor's bid as accepted by County. To the extent unit pricing is utilized, payment will be based upon the actual quantities purchased.

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

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

- 10.2 Progress Payments:** Progress payments will be made monthly. Payment for that portion of the work, if any, for which lump sum pricing has been utilized shall be based upon actual percentage of completion of the work. Where unit pricing is applicable, payment shall be based upon the value of the work performed and materials complete and in place, in accordance with the Contract Document. Where Engineer shall deem such to be reasonably necessary to the prosecution of the work, such progress payments may also include payment for seventy-five (75%) percent of all acceptable materials delivered and stored on the work site, but not complete and in place.
- 10.3 Application for Payment:** Contractor shall submit an application for payment to Engineer for work performed. Application will then be processed for payment in accordance with Texas Local Government Code, Section 113.064 (a). Such application shall be sworn and shall be supported by such data as Engineer may require, substantiating Contractor's right to payment for work performed or materials complete and in place; provided, however, Engineer's determination as to the percentage of completion, amount of work performed, or materials complete and in place shall be deemed final.
- 10.4 Measurement of Quantities:** All work completed will be measured according to United States Standard Measures unless otherwise specified. All longitudinal measurements for surface area will be made along actual surfaces and not horizontally. For all transverse measurements for areas of base courses, surface courses, and pavements, the dimensions to be used in calculating the paved areas will be the neat dimensions and shall not exceed those shown on Plans or ordered in writing by the Engineer. All materials which are specified for measurement by the cubic yard in vehicles shall be hauled in approved vehicles and measured therein at the point of delivery.
- 10.5 Retainage (If Applicable):** From the total amount determined to be payable on each progress payment, retainage will be deducted by Montgomery County, and retained until final payment is made for all applicable construction projects, in accordance with Chapter 2252, Texas Government Code (as amended by H.B. No. 692, effective June 15, 2021) and other applicable laws.

Pursuant to Section 2252.032(b), Texas Government Code, except as provided by subsection (i) thereof, if the total value of the subject public works contract is less than \$5 million, County may not withhold retainage in an amount that exceeds 10 percent of the contract price and the rate of retainage may not exceed 10 percent for any item in a bid schedule or schedule of values for the project, including materials and equipment delivered on site to be installed; and if the total value of the subject public works contract is \$5 million or more, County may not withhold retainage in an amount that exceeds five percent of the contract price and the rate of retainage may not exceed five percent for any item in a bid schedule or schedule of values for the project, including materials and equipment delivered on site to be installed.

Further it is acknowledged that pursuant to Section 2252.032(d), Texas Government Code, if, for the purpose of fulfilling an obligation of a prime contractor under a public works contract, the prime contractor enters into a subcontract:

(1) the prime contractor may not withhold from a subcontractor a greater percentage of retainage than the percentage that may be withheld from the prime contractor by the County under the contract; and

(2) a subcontractor who enters into a contract with another subcontractor to provide labor or materials under the contract may not withhold from that subcontractor a greater percentage of retainage than the percentage that may be withheld from the subcontractor as determined under Subdivision (1).

10.6 Final Inspection: When Contractor shall deem the work to be complete, he shall notify Engineer, in writing, and request final inspection. Engineer will, within five days of receipt of such notice, make final inspection of the work with Contractor. Engineer shall promptly notify Contractor, in writing, of all particulars in which the inspection reveals the work to be incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

10.7 Application for Final Payment: After Contractor has completed all such corrections to the satisfaction of Engineer, he may make application for final payment following the procedure for progress payments. Such application for payment shall be accompanied by a Release executed by the Contractor's payment bond surety, consenting to such final payment to Contractor.

10.8 Recommendation For Acceptance: If, following final inspection and review of Contractor's application for final payment, Engineer shall be of the opinion that the work has been completed in conformity with the Contract Documents, he shall present such application for final payment to County, accompanied by Engineer's recommendation for acceptance of the work and final payment, which recommendation shall be in writing and shall set forth the date upon which Engineer shall have found the work to be final, acceptable and complete in conformity with the Contract Documents. Unless Contractor shall make written objection thereto prior to acceptance of final payment, the date set forth in Engineer's recommendation shall be deemed the date of final completion of the work and shall commence application of the express warranty given by Contractor hereunder, with respect to materials and workmanship.

10.9 Contractor's Continuing Obligation: Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. Neither a recommendation for payment, or acceptance of the work by Engineer, nor actual payment or acceptance by County, shall be deemed to constitute a waiver of County's right with respect to defective work, whether known or unknown to County or Engineer at the time of such recommendation, payment or acceptance.

10.10 Waiver of Claims: The acceptance of final payment by Contractor will constitute a waiver of all claims by Contractor against County, other than those previously advanced in writing and remaining unsettled.

SECTION 11 **WARRANTIES**

11.1 Warranty: In addition to all other warranties, either expressed or implied herein, Contractor warrants to County that materials and equipment furnished hereunder will be of

good quality and new, unless otherwise required or permitted by the Contract Documents, and that the work will be free from defects and will conform to the requirements of the Contract Documents. Materials, equipment or work not conforming to these requirements shall be deemed defective.

- 11.2 Correction Period:** If within a one-year period following final acceptance, or such longer period of time as may be prescribed by any law, statute or regulation applicable to the terms hereof, any work is found to be defective, Contractor shall promptly, without cost to County and in accordance with Engineer's written instructions, either correct such defective work or remove it and replace it with acceptable work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk or loss or damage, County may have the defective work corrected, removed or replaced; and all direct, indirect or consequential costs of such correction, removal or replacement will be paid by Contractor.

SECTION 12 **GENERAL**

- 12.1 Termination:** If Contractor fails to begin the performance of his Contract within the time specified, or fails to make deliveries to provide sufficient workmen and equipment or sufficient materials to insure the prompt completion, or shall perform the Contract unsuitably or shall neglect or refuse to remove materials, or fail to correct work rejected as defective or unsuitable, or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or perform the Contract in an unacceptable manner, Engineer or the Purchasing Agent shall give notice, in writing, to Contractor and his surety of such delay, neglect or default; and if Contractor, within a period of five (5) days after such notice, shall not proceed in accordance therewith, then the Commissioners' Court shall, upon written Certificate from Engineer or the Purchasing Agent of the fact of such delay, neglect or default, and Contractor's failure to comply with such notice, have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of Contractor and his surety, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and to enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or to use such other methods as, in Engineer's or the Purchasing Agent's opinion, shall be required for the completion of said Contract in an acceptable manner. All costs and charges incurred by County, together with the cost of completing the work, shall be deducted from any money due, or which may become due, Contractor. In case the cost and expense so incurred by County shall be less than the sum which would have been payable under this Contract if it had been completed by Contractor, then Contractor shall be entitled to receive the difference; and in case such expense shall exceed the sum which would have been payable under the Contract, then Contractor and the surety shall be liable and shall pay to County the amount of said excess. During the term of the contract, County retains the right to immediately cancel any agreement between the parties hereto should goods, materials, or services supplied by Bidder not meet specifications. County also retains the right to cancel the contract due to budget restraints. In any case, with or without cause, County

may terminate any agreement upon thirty (30) days written notice deposited in the United States mail.

12.2 County as Political Subdivision: County is a political subdivision of the State of Texas and acts by and through its duly qualified Commissioners' Court. Notwithstanding any other provisions contained herein, the Commissioners' Court retains the sole and exclusive authority to approve all Change Orders and applications for payment, and to determine the final acceptance of the work. In addition, all Change Orders resulting in an increase in Contract price shall be executed by the County Auditor, who shall certify the availability of funds sufficient to satisfy such additional obligation and determine which Change Orders shall be void and of no effect, in the absence of such certification.

12.3 Fund Availability: It is expressly understood and agreed that County has available the total maximum sum of funds hereinafter certified available by its County Auditor for the purpose of satisfying County's obligations under the terms and provisions of this Agreement; that, notwithstanding anything to the contrary or that may be construed to the contrary, the liability of County is limited to said sum, plus additional amounts of funds certified available from time to time for the purpose of satisfying County's obligations under the terms and provisions of this Agreement. Should County, without cause, fail or refuse to pay Contractor any consideration due under this Agreement or fail or refuse to appropriate such additional funds, if any, as may be required to complete the Contract work, then the sole and exclusive remedy of Contractor shall be to terminate this Agreement and to take possession of any goods or materials not then complete and in place, and for which County has not previously paid the consideration established under this Agreement.

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

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

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

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

12.7 Force Majeure:

12.7.1. Definitions

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

- (a) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, and floods);
- (b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, or embargo;
- (c) rebellion, revolution, insurrection, or military or usurped power, or civil war;
- (d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- (e) riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Contractor or of his Subcontractors; or
- (f) acts or threats of terrorism.

12.7.2. Consequences of a Force Majeure Event

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

SECTION 13 **BIDDING REQUIREMENTS**

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

(1) BIDDERS MUST FILL IN AND SIGN THE ATTACHED TWO (2) PAGE CONTRACT. IF MONTGOMERY COUNTY HAS A COPY OF BIDDER'S ASSUMED NAME CERTIFICATE, DBA (DOING BUSINESS AS) CERTIFICATE, OR CORPORATE CERTIFICATE THEN BIDDER MAY DISREGARD THE SECTION TITLED ACKNOWLEDGMENT. IN ORDER FOR YOUR BID TO MEET MONTGOMERY COUNTY BID REQUIREMENTS, THE COUNTY MUST HAVE IN OUR RECORDS THE ABOVE MENTIONED CERTIFICATES.

- (2) NO BID WILL BE ACCEPTED AFTER THE SPECIFIED DUE DATE AND TIME.
- (3) PRICES WILL REMAIN FIRM FOR THE DURATION OF THIS CONTRACT. PRICES SHALL BE ALL INCLUSIVE. ANY PRICE NOT SHOWN ON THIS CONTRACT WILL NOT BE HONORED FOR PAYMENT WHEN SUBMITTED BY VENDOR.
- (4) BIDDER'S RESPONSE TO THIS BID INDICATES AGREEMENT TO HOLD PRICING SUBMITTED FOR A PERIOD OF NOT LESS THAN NINETY (90) DAYS.

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

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

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

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

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

SECTION 14
REFERENCES

1. COMPANY NAME: _____
CONTACT PERSON: _____
ADDRESS: _____

PHONE NO.: _____
FAX NO.: _____
EMAIL ADDRESS: _____

2. COMPANY NAME: _____
CONTACT PERSON: _____
ADDRESS: _____

PHONE NO.: _____
FAX NO.: _____
EMAIL ADDRESS: _____

3. COMPANY NAME: _____
CONTACT PERSON: _____
ADDRESS: _____

PHONE NO.: _____
FAX NO.: _____
EMAIL ADDRESS: _____

4. COMPANY NAME: _____
CONTACT PERSON: _____
ADDRESS: _____

PHONE NO.: _____
FAX NO.: _____
EMAIL ADDRESS: _____

5. COMPANY NAME: _____
CONTACT PERSON: _____
ADDRESS: _____

PHONE NO.: _____
FAX NO.: _____
EMAIL ADDRESS: _____

END OF DOCUMENT

COUNTY PURCHASING AGENT

O qpvi qo gt{ County, Texas

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

(; 58) 982/8; 28
Fax (; 58) 982/8; 98

Vendor Information

Federal ID # or S.S #		Dun and Bradstreet #
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	Year Business was Established _____	
Remittance Address		
City/State/Zip		
Physical Address		
City/State/Zip		
County	<input type="checkbox"/> O qpvi qo gt{ County Other: _____	
Phone/Fax Number	Phone: _____ Fax: _____	
Contact Person		
E-mail		
Special Notes		
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ <input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____ <input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____	
Company's gross annual receipts:	< \$500,000 \$500,000-\$4,999,999 \$5,000,000-\$16,999,999 \$17,000,000-\$22,399,999 >\$22,400,000	
Ego o qf kkgu (Please enter all that apply).		

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

ACKNOWLEDGMENT

CORPORATE

THE STATE OF _____§

COUNTY OF _____§

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

NOTARY PUBLIC

Printed Name _____

Commission Expires: _____

PARTNERSHIP

THE STATE OF _____§

COUNTY OF _____§

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

NOTARY PUBLIC

Printed Name: _____

Commission Expires: _____

ACKNOWLEDGMENT CONTINUED

INDIVIDUAL OR SOLE PROPRIETORSHIP

THE STATE OF _____§

COUNTY OF _____§

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

NOTARY PUBLIC

Printed Name_____

Commission Expires_____

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

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

BIDDER/OFFEROR SELF CERTIFICATION

- 1.) The Bidder/Offeror certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that the services rendered will comply with the terms of the solicitation or contract.
- 2.) The Bidder/Offeror certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Description of Commodity or Service:_____

SIGNATURE _____

NAME _____

TITLE _____

COMPANY _____

DATE _____

CERTIFICATION REGARDING LOBBYING

The Bidder/Offeror certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (PL 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Bidder/Offeror certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder/Offeror understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

SIGNATURE _____ COMPANY _____

NAME & TITLE _____ DATE _____

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Orders 12549 and 12689 requires Montgomery County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or Montgomery County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or Montgomery County as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ☐ Yes ☐ No

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or Montgomery County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered potential contractor:

☐ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor	Tax ID No	Contract No (if applicable)
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Printed/Typed Name and Title of Authorized Representative

Signature of Authorize Representative

Date

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract.

- (1) Any nonprocurement transaction which involves federal funds (regardless of amount and including such arrangements as subgrant and are between Montgomery County or its agents and another entity.
- (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold under a grant or subgrant.
- (3) Any procurement contract for goods or services between a participant and a person under a covered grant, subgrant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction:
 - a. Principal investigators.
 - b. Providers of audit services required by Montgomery County or federal funding source.
 - c. Researchers.

Debarment. An action taken by a debarring official in accordance with the most current applicable federal regulations to exclude a person from participating in covered contracts. A person so excluded is “debarred”.

Grant. An award of financial assistance, including cooperative agreements, in the form of money, or property in lieu of money, by the federal government to an eligible grantee.

Ineligible. Excluded from participation in federal nonprocurement programs pursuant to a determination of ineligibility under statutory, executive order, or regulatory authority, other than Executive Order 12549 and its agency implementing regulations; for example, excluded pursuant to the Davis-Bacon Act and its implement regulations, the equal employment opportunity acts and executive orders, or the environmental protection acts and executive orders. A person is ineligible where the determination of ineligibility affects such person’s eligibility to participate in more than one covered transaction.

Participant. Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered contract. This term also includes any person who acts on behalf of or is authorized to commit a participant in a covered contract as an agent or representative of another participant.

Person. Any individual, corporation, partnership, association, unit of government, or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Principal. Officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence on or substantive control over a covered contract whether or not the person is employed by the participant. Persons who have a critical influence on or substantive control over a covered transaction are:

- (1) Principal investigators.
- (2) Providers of audit services required by Montgomery County or federal funding source.
- (3) Researchers.

Proposal. A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension. An action taken by a suspending official in accordance with the most current applicable federal regulations that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is “suspended”.

Voluntary exclusion or voluntarily excluded. A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

Israel Boycott Statement Explanation

1. Prohibition on Investment in companies that boycott Israel

- 1.1 SECTION 1. Prohibition on contracts with companies boycotting Israel per Government Code 2271.001 Definitions:
- (1) "Boycott Israel" has the meaning assigned by Section 808.001.
 - (2) "Company" has the meaning assigned by Section 808.001 except that the term does not include a sole proprietorship.
 - (3) "Governmental entity" has the meaning assigned by Government Code, Section 2271.002.
- PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:
- (a)
 - (1) is between a governmental entity and a company with 10 or more full-time employees; and
 - (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental agency.
 - (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:
 - (1) does not boycott Israel; and
 - (2) will not boycott Israel during the term of the contract.

2. Prohibition on contracting with a company doing business with Iran, Sudan, or a foreign terrorist organization

- 2.1 Prohibition on contracts with certain companies per Government Code 2252.151
- Definitions:
- (1) "Company" has the meaning assigned by Section 806.001.
 - (2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.
 - (3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Government Code, Chapter 2254.
 - (4) "Governmental entity" has the meaning assigned by Government Code, Section 2252.001.
- 2.2 Section 2252.152 - Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.
- 2.3 Section 2252.153 – Listed Companies. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Mandatory

Israel Boycott Statement

Date: _____

Name of Individual: _____

Title: _____

Business Name of Proponent: _____

County of Proponent: _____

Individual on oath swears that the following statements are true:

1. Individual has the authorization by Proponent to make this statement for Proponent.
2. Individual is fully aware of the facts stated in this statement.
3. Individual can read the English language.
4. In accordance with Texas Government Code Section 2271.002, this company does not boycott Israel and will not boycott Israel during the term of this contract.

Signature of Individual

Address

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

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 the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

www.ethics.state.tx.us