

COUNTY OF VICTORIA, TEXAS

INVITATION TO BID, BID SPECIFICATIONS AND BID FORMS

FOR

THE WIDENING OF  
MCCOY ROAD (FROM SH 185 TO 1.515 MILES WEST)  
AND THE RECONSTRUCTION OF BAYER ROAD (FROM SH 185 TO 0.676 MILES  
WEST) IN PRECINCT NO. 1



BIDS WILL BE RECEIVED UNTIL

2:00 P.M. THURSDAY, APRIL 15TH, 2021

AT THE OFFICE OF

JOHN A. JOHNSTON, P.E., CFM  
VICTORIA COUNTY ENGINEER  
115 N. BRIDGE, ROOM 127  
VICTORIA, TX 77901

PUBLIC BID OPENING WILL BE CONDUCTED IN  
COMMISSIONERS' COURTROOM SECOND  
FLOOR, ROOM 241 COURTHOUSE  
VICTORIA, TEXAS AT  
2:00 P.M. THURSDAY, APRIL 15TH, 2021

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## INVITATION TO BID

The Commissioners' Court of Victoria County, Texas is accepting sealed bids for the following:

**TXDOT RIDER 45 ROAD IMPROVEMENT PROJECT  
THE WIDENING OF MCCOY ROAD (FROM SH 185 TO 1.515 MILES WEST) AND THE  
RECONSTRUCTION OF BAYER ROAD (FROM SH 185 TO 0.676 MILES WEST).**

The Instructions for Bidders, Bid Form, Plans, Specifications and other Contract Documents may be secured from the office of the Engineer, CivilCorp, LLC, at 4611 E. Airline Road, Suite 300, Victoria, Texas, 77904, on deposit of Fifty Dollars (\$50.00). Any required shipping and/or postage expense of the delivery of the Bid Documents shall be at the Bidder's expense. Upon request, an electronic version of the Contract Documents will be sent electronically free of charge.

The bidder shall use unit pricing for items on the Bid Sheet.

The method of payment shall be from Current Victoria County Operating Funds, Victoria County Navigation District Operating Funds and TxDOT grant funds.

The following types of bonds are required: Bidders Bond, Performance Bond, and Payment Bond. Bidders shall refer to the Bid Documents for specific requirements.

Bids shall be received by John A. Johnston, PE, CFM, Victoria County Engineer, 115 N. Bridge, Room 127, Victoria, Texas, 77901, until **2:00P.M., Thursday, April 15th, 2021.**

The outside of the envelope shall be plainly marked:

**"TXDOT RIDER 45 ROAD IMPROVEMENT PROJECT  
WIDENING OF MCCOY ROAD and RECONSTRUCTION OF BAYER ROAD"**

Attn: John A. Johnston - Victoria County Engineer

Late submissions will not be accepted under any circumstances. The Victoria County phone system in the Administrative Services Office and the Victoria County Commissioners' Courtroom shall be the official time of receipt. Responses received after the deadline will be returned unopened.

Bids will be held unopened until April 15, 2021, they will be opened and the Respondent's name read aloud during a public meeting beginning at 2:00 P.M. The public meeting will be held in the Victoria County Commissioners' Courtroom, located at 115 N. Bridge St., Room 241, Victoria, Texas 77901. Formal action on bids will be considered at a future meeting at Victoria County Commissioners' Court. Bids shall include all requirements to be considered.

Awards will be made during a succeeding Victoria County Commissioners' Court meeting.

No bids may be withdrawn for a period of 60 days subsequent to the opening of the bids without the consent of the County. The County reserves the right to reject any and/or all bids and to accept any bid deemed by the County as providing the best value for and being most beneficial to the County, and to waive all formalities in the bid process.

The projected budget (Engineer's Estimate) for this project is \$1,691,000.00.

Michelle Samford, Victoria County Auditor

Publish on:

**April 3, 2021 and April 10, 2021**

**BID SHEET FOR  
WIDENING OF MCCOY ROAD AND RECONSTRUCTION OF BAYER ROAD.**

The estimated construction budget for this contract is \$1,710,000.

Bid Sheet shall be attached to and shall be part of the complete Contract Documents. Description references TxDOT Specification to be used.

PRIMARY BID				
ITEM #	DESCRIPTION	EST. QUANTITY PER UNIT	UNIT PRICE	AMOUNT BID (QTY.X UNIT PRICE)
110	EXCAVATION (ROADWAY)	6,262 CY	\$	\$
132	EMBANK(FINAL)(ORD COMP)(TY C)	4,924 CY	\$	\$
164	BROADCAST SEED (PERM)(SPL MIX SHOWN IN PLANS)	20,920 SY	\$	\$
168	VEGETATIVE WATERING	176 MG	\$	\$
247	FL BS (CMP IN PLC)(TY A GR 1-2)(FNAL POS)	8,827 CY	\$	\$
251	REWORK BASE MATERIAL (SCARIFY & RESHAPE)(6")	728 SY	\$	\$
260	LIME (HYD, COM OR QK)(SLRY) OR QK(DRY)	455 TON	\$	\$
260	LIME TRT (SUBGRADE)(8")(5%)	28,496 SY	\$	\$
316	ASPHALT (RC-250)	8,264 GAL	\$	\$
316	AGGREGATE (GR- 5 TY-E SAC-B)	198 CY	\$	\$
316	ASPHALT (AC-15P OR CRS-2P)	6,209 GAL	\$	\$
316	AGGREGATE (GR- 3 TY-PE SAC-B)	171 CY	\$	\$
316	AGGREGATE (GR-4 TY-PE SAC-B)	81 CY	\$	\$
340	D-GR HMA (SQ) TY-D SAC-B PG 70-22 (L-U)(1 1/2")	1,345 TON	\$	\$
340	D-GR HMA (SQ) TY-D SAC-B PG 70-22 (SURF)(1 1/2")	1,345 TON	\$	\$
400	CEMENT STAB BACKFILL	54 CY	\$	\$
432	REMOVE AND REPLACE RIPRAP (STONE)(COM)(DRY)	31 CY	\$	\$
464	RC PIPE (CL V)(18 IN)	229 LF	\$	\$
464	RC PIPE (CL V)(24 IN)	57 LF	\$	\$
464	RC PIPE (CL V)(42 IN)	29 LF	\$	\$
467	SET TY II (RCP)(42 IN)(3:1)(C)	3 EA	\$	\$
467	INSTALL PIPE RUNNERS ON EXIST SET TY II (RCP)(42")(3:1)(C)	3 EA	\$	\$
467	SET TY II (RCP)(18")(3:1)(C)	4 EA	\$	\$
467	SET TY II (RCP)(18")(6:1)(P)	10 EA	\$	\$
467	SET TY II (RCP)(18")(4:1)(C)	2 EA	\$	\$
467	SET TY II (RCP)(24")(4:1)(C)	2 EA	\$	\$
467	SET (TY II)(RCP)(24")(6:1)(P)	6 EA	\$	\$
472	REMOVE AND RELAY PIPE (24")	123 LF	\$	\$
500	MOBILIZATION (NOT TO EXCEED 10%)	1 LS	\$	\$
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	10 MO	\$	\$
506	ROCK FILTER DAMS (TY I)	40 LF	\$	\$
506	TEMPORARY SEDIMENT CONTROL FENCE	100 LF	\$	\$

530	DRIVEWAYS AND TURNOUTS (SURF TREAT)	393 SY	\$	\$
556	WIRE FENCE (TY A)	948 LF	\$	\$
556	INSTALL METAL DOUBLE GATE (SPECIAL)(45 FT)	1 EA	\$	\$
644	INS SM RD SN SUP & AM TY 10BWG (1) SA (P)	10 EA	\$	\$
658	INSTL OM ASSM (OM-2Y)(WC) GND	14 EA	\$	\$
666	REFL PAV MRK TY I (BLK) 4" (SLD)(100 MIL)	2,850 LF	\$	\$
666	REFL PAV MRK TY I (W) 4" (SLD)(100 MIL)	21,386 LF	\$	\$
666	REFL PAV MRK TY I (Y) 4" (SLD)(100 MIL)	25,386 LF	\$	\$
668	PREFAB PAV MRK TY C (W)(RR XING)	2 EA	\$	\$
668	PREFAB PAV MRK TY C (W)(24")(SLD)	24 LF	\$	\$
712	JOINT/CRACK SEAL (HOT POURED RUBBER)	3,780 LF	\$	\$
<b>TOTAL BASE BID:</b>				
	FORCE ACCOUNT WORK - LIGHTING INSTALLATION ON McCOY ROAD (NOT A CONTRACTOR BID ITEM)	1 LS	\$ 23,000.00	\$ 23,000.00
	FORCE ACCOUNT WORK - INSTALL NEW RR CROSSING ON McCOY ROAD (NOT A CONTRACTOR BID ITEM)	1 LS	\$ 100,000.00	\$ 100,000.00
	FORCE ACCOUNT WORK - UTILITY ADJUSTMENTS ON McCOY ROAD (NOT A CONTRACTOR BID ITEM)	1 LS	\$ 509,528.00	\$509,528.00

**TOTAL BID IN WORDS (DO NOT INCLUDE FORCE AMOUNT TOTALS):**

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents.

The Owner reserves the right to choose the lowest bid based upon the total bid plus any or all additives within the constraints of available funding. Contractor shall bid on all additives, if applicable, for it to be an acceptable bid.

It is agreed that all work on the **WIDENING OF MCCOY ROAD and RECONSTRUCTION OF BAYER ROAD** shall be completed within \_\_\_\_\_ **Calendar Days** (filled in by bidder) of the date specified in the written Notice to Proceed.

Bidder acknowledges receipt of the following addenda:

\_\_\_\_\_

\_\_\_\_\_

PROPOSAL FORM

BID DATE: \_\_\_\_\_

\_\_\_\_\_  
CONSTRUCTION COMPANY NAME

\_\_\_\_\_  
SIGNATURE (OWNER)

\_\_\_\_\_  
DATE

The above noted Contractor hereby proposes to provide all material, labor and equipment per the Contract Documents of CIVILCORP, LLC, entitled:

THE WIDENING OF MCCOY ROAD AND RECONSTRUCTION OF BAYER ROAD

For a construction cost of:

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

Construction Time:

If awarded a contract for the above work, we agree to complete the work (substantial completion) within \_\_\_\_\_ calendar days of the date specified in the Notice to Proceed.

**BIDDER INFORMATION**

FIRM / BIDDER: \_\_\_\_\_

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

PHONE NO. \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

BIDDER MUST SIGN BID AFFIDAVIT AS PART OF THIS BID.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly bound unto Victoria County as Owner in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns. Signed, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

The condition of the above obligation is such that whereas the principal has submitted to Victoria County a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of **THE WIDENING OF MCCOY ROAD AND RECONSTRUCTION OF BAYER ROAD.**

NOW, THEREFORE,

- (A) If said Bid shall be rejected, or in the alternate,
- (B) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claim hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of these are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by proper officers, the day and year first set forth above.

(SEAL)  
ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Principal

\_\_\_\_\_

Title



(SEAL)  
ATTEST:

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Surety

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By: Attorney-in Fact

IMPORTANT - Surety Companies executing bonds for federally assisted contracts must appear on the Treasury Department's most current list and be authorized to transact business in the state where the Project is located.

## PERFORMANCE BOND

THE STATE OF TEXAS  
COUNTY OF VICTORIA

KNOW that \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called Contractor, and \_\_\_\_\_, as Surety, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized and admitted to do business in the State of Texas, and licensed by the State of Texas to issue surety bonds, are held and firmly bound unto the Victoria County, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter called Owner, in the sum of \_\_\_\_\_ DOLLARS and \_\_\_\_\_ CENTS (\$ \_\_\_\_\_) in lawful money of the United States, to be paid in Victoria County, Texas for the payment of which sum well and truly to be made, we hereby bind ourselves and our heirs, executors, administrators and successors, jointly and severally, by these presents. This Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of this Bond.

The conditions of this bond are such that, whereas, the Contractor entered into a certain Contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, for the **WIDENING OF MCCOY ROAD AND RECONSTRUCTION OF BAYER ROAD** . (the "Project"), which is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, if the Contractor shall well, truly and faithfully perform and fulfill all undertakings, covenants, terms, conditions and agreements of said Contract in accordance with plans, specifications and Contract Documents during the original term thereof and any extension thereof which may be granted by Owner, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to Surety being hereby waived; and, if the Contractor shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one year from date of final completion and final acceptance of the Project by Owner; and, if the Contractor shall fully indemnify and save harmless the Owner from all costs and damages which Owner may suffer by reason of failure to so perform herein and shall fully reimburse and repay Owner all outlay and expense which the Owner may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Project to be performed there under or the Specifications accompanying the same shall in anywise affect its obligation on this Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Project or to the Specifications.

The Surety relieves Victoria County and its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, and the Surety agrees that it shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the County will

retain certain amounts due the Contractor until the expiration of 30 days from the acceptance of Work is intended for the County's benefit, and the County will have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

If the County gives Surety notice of Contractor's default, Surety shall, within 45 days, take one of the following actions:

1. Arrange for Contractor, with consent of the County, to perform and complete the Contract; or
2. Take over and assume completion of the Contract itself, through its agents or through independent contractors, and become entitled to the payment of the balance of the Contract Price.

If the Surety fails to take either of the actions set out above, it shall be deemed to have waived its right to perform and complete the Contract and received payment of the balance of the Contract Price, and the County shall be entitled to enforce any remedies available at law, including but not limited to completing the Contract itself and recovering any cost in excess of the Original Contract Price from the Surety.

If any legal action be filed upon this Bond, exclusive venue shall lie in Victoria County, State of Texas. This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

In witness whereof, the Principal and Surety have signed and sealed this instrument this, the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Contractor: \_\_\_\_\_

Surety: \_\_\_\_\_

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

(SEAL OF CONTRACTOR)

(SEAL OF SURETY)

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary of Contractor - \_\_\_\_\_

\_\_\_\_\_  
Secretary of Surety - \_\_\_\_\_

Service of process and requisite notices may be made on the Surety's agent and Attorney in Fact described above or, if the aforesaid Surety's agent and Attorney-in-Fact is not a resident of Victoria County, service may also be made on following Resident Agent of the Surety at the address shown below. The Surety hereby designates the following Resident Agent as an agent upon whom any requisite services of process and any notices may be delivered or had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Texas Insurance Code, as amended.

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

Address, City, State, Zip: \_\_\_\_\_

Telephone & E-Mail Address: \_\_\_\_\_

PAYMENT BOND

THE STATE OF TEXAS  
COUNTY OF VICTORIA

KNOW that we, \_\_\_\_\_, a corporation or other entity of the State of \_\_\_\_\_, hereinafter called Contractor, and \_\_\_\_\_, of \_\_\_\_\_, State of \_\_\_\_\_, and fully authorized and admitted to do business in the State of Texas and licensed by the State of Texas to issue surety bonds, hereinafter called the Surety, are held and firmly bound into Victoria County, Texas, hereinafter called Owner, and unto all persons, firms, and corporations who may furnish materials or equipment for, or perform labor upon the improvements hereinafter referred to, in the sum of \_\_\_\_\_ DOLLARS and \_\_\_\_\_ CENTS (\$ \_\_\_\_\_) in lawful money of the United States, to be paid in Victoria County, Texas, for the payment of which sum well and truly to be made, we bind ourselves and our heirs, executors, administrators and successors, jointly and severally, by these presents.

The conditions of this bond are such that, whereas, Contractor entered into a certain Contract with the County of Victoria, Texas, the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, for the **WIDENING OF MCCOY ROAD AND RECONSTRUCTION OF BAYER ROAD.** (the "Project") 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, if the Contractor shall promptly make payment to all subcontractors, workers, laborers, mechanics, and suppliers, all monies to them owing by the Contractor for subcontracts, work, labor, equipment, supplies, and materials done or furnished for the construction of improvements of said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect. 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.

If any legal action be filed upon this Bond, venue shall lie in Victoria County, State of Texas. The Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Project to be performed there under or the Specifications accompanying the same, shall in anywise affect its obligation on this Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Project or to the Specifications. No final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

In witness whereof, the Principal and Surety have signed and sealed this instrument this, the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Contractor: \_\_\_\_\_

Surety: \_\_\_\_\_

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

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

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

(SEAL OF CONTRACTOR)

(SEAL OF SURETY)

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary of Contractor - \_\_\_\_\_

\_\_\_\_\_  
Secretary of Surety - \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

### A. SCOPE:

It is the intent of VICTORIA COUNTY to contract for only materials, equipment, tools, services, labor and supervision necessary for WIDENING OF MCCOY ROAD and RECONSTRUCTION OF BAYER as specified herein.

### B. POINT OF CONTACT:

Point of contact will be Troy Stephens with CivilCorp, LLC, (engineers for the project) at 361-570-7500.

### C. BID FORM COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, Residence Certification and Conflict of Interest Questionnaire, and return to the VICTORIA COUNTY Judge's Office ONE (1) complete bid form. An authorized representative of the bidder must sign the contract sheet. The contract will be binding only when signed by the County Judge, VICTORIA COUNTY and a purchase order authorizing the item(s) desired has been issued. Failure to provide all requested documents may be cause to reject the entire bid. All submitted bids shall be irrevocable for a period of 90 days. The award of this contract is contingent upon Victoria County receiving any additional funds required to offset project overrun.

### D. COMPLETION TIME AND PAYMENT:

1. The County shall pay the Contractor in current funds for the Contractor's performance of Contract the portion of the Contract Sum completed, as stated herein, after receipt of notice to proceed and a purchase order issued by VICTORIA COUNTY Judge.
2. Based upon Applications for Payment submitted to the County Judge, the County shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
  - a. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
  - b. Provided an Application for Payment is received by the County, the County shall make payment no later than 30 days after the County receives the application for payment.
  - c. Application for Payment shall indicate the quantity of each item completed as of the end of the period covered by the Application for Payment. (Unit Price basis).
  - d. Subject to provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

Initials of Bidder: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

### D. COMPLETION AND TIME PAYMENT cont'd:

- 1) Take that portion of Contract Sum properly allocable to completed Work less retainage of ten percent (10%).
- 2) Add that portion of Contract Sum properly allocable to materials delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved by the County, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%).
- 3) Subtract the aggregate of previous payments made by the County.
- 4) The progress payment amount determined in accordance with Paragraph 2d. above shall be further modified under the following circumstances:

Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to one hundred percent of the Contract Sum, less such amounts as the County's Representative shall determine for incomplete work and unsettled claims.

- 5) Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the County to the Contractor when the Contract has been fully performed by the Contractor.

#### 6) **Delayed Completion:**

Failure of the Contractor to fully complete the Project within the Contract Time, including any extensions granted, shall entitle the Owner to deduct from the money due to the Contractor, the amount of **\$550.00 (Five-hundred fifty dollars)** for each calendar day of delay in completion of Work, not as a penalty but as **liquidated damages**, based on a reasonable estimate of the added expense for supervision, and the loss of anticipated use of the completed project.

### E. ADDENDUMS:

No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ryan Dieringer, CivilCorp, LLC, 4611 E Airline, Suite 300, Victoria, Texas 77904, (361) 570-7500.

When specifications are revised, CivilCorp will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

### F. BID BOND:

All bidders must submit, **WITH BID**, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of VICTORIA COUNTY or a Bid Bond in the same amount issued by a surety, acceptable to VICTORIA COUNTY, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidders Cashier's Check or Certified Check will be returned only after a written request to do so has been received in the Office of the VICTORIA COUNTY Judge.

Initials of Bidder: \_\_\_\_\_



## GENERAL TERMS AND CONDITIONS

### G. PERFORMANCE AND PAYMENT BONDS:

In the event the total accepted bid price exceeds \$25,000 the successful bidder must provide to the Office of the County Judge, a performance bond and a payment bond, each in the amount of 100% of the total contract sum within ten (10) calendar days after receipt of notification of bid award. Such bonds shall be executed by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue surety bonds with a Best Rating of "A" or better. VICTORIA COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY SURETY COMPANY PROPOSED BY THE BIDDER. IN THE EVENT VICTORIA COUNTY REJECTS THE PROPOSED SURETY COMPANY, THE BIDDER WILL BE AFFORDED FIVE (5) ADDITIONAL DAYS TO SUBMIT THE REQUIRED BONDS ISSUED BY A SURETY COMPANY ACCEPTABLE TO VICTORIA COUNTY.

### H. POWER OF ATTORNEY:

An Attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

### I. INSURANCE:

1. All bidders must submit, **WITH BID**, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, bidders may submit, **WITH BID**, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to the 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.
2. Successful bidder shall obtain at its sole expense, and shall submit to the office of the County Judge, certificates of insurance satisfactory to the County, naming the County, the contractor and its employees as insured.
3. Before beginning work, the Contractor performing the work shall provide the County with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on States right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the County may recover damages and all costs of completing the work.
  - a. Workers Compensation: The Contractor shall maintain, during the life of this contract, Worker's Compensation Insurance on employees to be engaged in work on the project under this contract, and for all sub-contractors. In case any class of employees engaged in hazardous work on the project under this contract is not protected under the Worker's Compensation Statute, the Contractor shall provide adequate employer's general liability insurance for the protection of such of his employees not so protected.

Initials of Bidder: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

### I. INSURANCE cont'd:

b. Employer's Liability: \$1,000,000

c. General liability including:

- 1) Premises/Operations
- 2) Products/Completed Operation
- 3) Contractual
- 4) Owner's Protective
- 5) Personal Injury/Advertising Liability
- 6) Mobile Equipment

General liability limits shall be equal to or greater than:

- 1) General liability insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
- 2) Minimum Combined Single limit of \$1,000,000.00 per occurrence for bodily injury and property damage.

Minimum available annual aggregate for purposes of Agreement shall be \$1,000,000. Claims-made policies shall not be acceptable. All policies shall be on an occurrence basis.

d. Automobile Liability:

All owned, non-owned or hired vehicles must be covered. Liability limits shall be greater than or equal to:

- 1) Automobile Liability Insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
- 2) Minimum Combined Single limit of \$1,000,000 per occurrence for bodily injury and property damage.
- 3) Contractor shall not commence any portion of the work under this Agreement until it has obtained insurance required herein and certificates of such insurance have been filed with and approved by the County.
- 4) No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior written notification to the County.
- 5) Approval of insurance by County shall not relieve or decrease liability of the Contractor.

Initials of Bidder: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

### J. INDEMNIFICATION:

Contractor agrees to indemnify, defend and hold the County harmless from each and every claim, demand, suit, action, proceeding, lien or judgment caused by or arising out of, directly or indirectly, or in connection with the acts and omissions of Contractor pursuant to this Agreement.

1. Contractor shall timely report all such matters to the County and shall, upon receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month, provide the County with a written report on each such matter covered by this paragraph and by paragraph 2 below, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by Contractor in the defense of each matter.
2. County shall timely forward to Contractor copies of any and all claims, demands, suits, actions, proceedings or judgments which it may receive and which it may contend is covered by this section. Thereafter, the County shall fully cooperate with Contractor in its defense of each such matter.
3. Contractor's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of this Agreement unless otherwise agreed by the County in writing. Provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.
4. In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Contractor, Contractor shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Contractor are not at issue in the matter. In such event, the County shall promptly reimburse Contractor for its costs of defense.
5. In the event that any such matter being so defended by Contractor also involves any claim of negligence or wrongful action by the County, the County shall have the obligation to participate in the defense of the matter through separate counsel.
6. Contractor shall have full authority to resolve all matters being defended by it providing such settlement(s) shall not involve any findings adverse to the County or and shall not involve or require any payments or contributions by the County.
7. Contractor's indemnification shall cover, and Contractor agrees to indemnify the County, in the manner provided for and to the extent described above, in the event the County is found to have been negligent for having selected Contractor to perform the work described in this Agreement.
8. Provision by Contractor of insurance shall not limit the liability of Contractor under this Agreement.

Initials of Bidder: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

### J. INDEMNIFICATION cont'd:

9. Contractor shall cause all Trade Contractors and any other Contractor who may have a contract to perform construction or installation work in the area where work will be performed under this Agreement, to agree to indemnify the County and to hold it harmless from all claims for bodily injury and property damage that arise from said Contractor's operations. Such provisions shall be in a form satisfactory to the County.
10. Loss Deduction Clause--The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Contractor and/or Trade Contractor providing such insurance.

### K. PREVAILING WAGES:

The general prevailing rate of per diem wages in the locality in which the work under this contract is to be performed shall be those rates as provided by the State of Texas.

### L. PERMITS:

It shall be the sole responsibility of the successful bidder to obtain all required permits.

#### 1. LOBBYING CERTIFICATION

- a. In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:
  - i. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of 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. – **NOT APPLICABLE**
  - ii. If any funds other than federal appropriated funds have been paid or will be paid to any person 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions. **NOT APPLICABLE**

Initials of Bidder: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

### L. PERMITS cont'd:

- iii. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C 1352. 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. – **NOT APPLICABLE**

### 2. CIVIL RIGHTS COMPLIANCE

- a. The County shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60). – **NOT APPLICABLE**

### 3. DBE REQUIREMENTS

- a. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- b. The County shall adopt, in its totality, the State's federally approved DBE program.
- c. The County shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods, or services to be acquired. The County shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- d. The County shall be responsible for all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- e. The County shall not discriminate on the basis of race, color, nation origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)- CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter of enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Initials of Bidder: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

### L. PERMITS cont'd:

#### 4. DEBARMENT – CERTIFY ELIGIBILITY

- a. The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

### M. CONTRACTOR'S RESPONSIBILITY FOR WORK:

1. The Contractor shall supervise and direct the work and shall be solely responsible for all construction methods, techniques, procedures and coordination of the Work under this contract.
2. The Contractor shall employ a competent Superintendent who shall be in attendance at the Project Site during the progress of the Work. The Superintendent shall be satisfactory to the County and shall not be changed except with the approval of the County.
3. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions in connection with Work. He shall obtain approval for the location of the equipment, supplies and construction access during the Work.
4. The Contractor shall take all reasonable precautions necessary for the safety of, and protective procedures to prevent damage, injury or loss to:
  - a. All employees of the Work and all other persons who may be affected thereby.
  - b. All Work and all materials to be incorporated therein, whether all storage on or off the site.
  - c. All property at the sites and adjacent thereto including trees, shrubs, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in course of construction.

Initials by Bidder: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

### M. CONTRACTOR'S RESPONSIBILITY FOR WORK cont'd:

5. Materials and Workmanship: All Work shall be executed in accordance with Contract Documents, complete in all parts and in accordance with approved practices and customs, and of the best finish and workmanship. Unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new.
6. Test specimens of the various materials may be requested by the County at any time. Contractor shall furnish the test specimens and a test will be made by the County at the expense of the County.
7. All Manufacturers' product certifications required by specifications shall be numbered consecutively, dated and submitted to the County as required.
8. Removal of Defective Work: If any materials provided under this Contract are condemned as not conforming with the requirements of the Contract Documents by the County Judge, the Contractor shall, within a reasonable time after having received notice from the County Judge or his representative to that effect, proceed to remove from the Project Site all Condemned materials, whether worked or unworked and to take down all portions of the Work which have been condemned as unsound or improper or is in any way failing to conform to the Specifications and Contractor shall make good all Work damaged or destroyed thereby, including all adjacent Work damaged thereby.
9. Cleaning: As directed by the County, the Contractor shall, at all times, keep the premises free from accumulation of waste materials or rubbish caused by the work under this contract. Upon completion of the Work, the Contractor shall have the premises in a neat and clean condition.
10. The Contractor shall take particular notice of the following provisions: All employees shall wear hard hats at all times while on the construction project.
11. The County expressly disavows any responsibility for the safety of the Contractor's employees, agents, officers, subcontractors, licensees and guests.
12. The Contractor warrants that all the work under the Contract will be free from faulty materials in every particular and free from improper workmanship, except from proper and usual wear, and agrees to replace or to re-execute without cost to the Owner all work found to be improper or imperfect, and to make good all damage caused to the other work or materials due to such required replacement or re-execution. This warranty shall cover a period of One (1) Year from the date of issuance of the Owners Certificate of Acceptance.

Neither the Certificate of Acceptance, nor final payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for neglect or faulty materials or workmanship during the period covered by the warranty.

Initials by Bidder: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

### N. TERMINATION:

1. The County may terminate the Contract if the Contractor:
  - a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
  - b. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractor
  - c. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction.
  - d. Otherwise is guilty of substantial breach of a provision of the Contract Documents.
2. When any of the above reasons exists, the County may, without prejudice to any other rights or remedies of the County and after giving the Contractor and the Contractor's surety, if any, seven days written notice to terminate employment of the Contractor and may, subject to any prior rights of the surety:
  - a. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.
  - b. Finish the Work by whatever reasonable method the County may deem expedient.
3. When the County terminates the Contract for one of the reasons stated in this section, the Contractor shall not be entitled to receive further payment until the Work is finished. Therefore, the Contractor shall be promptly paid for all work actually and satisfactorily completed.

### O. SUSPENSION BY THE OWNER FOR CONVENIENCE:

1. The County may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the County may determine.
2. An adjustment shall be made for increase in the cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:
  - a. That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.
  - b. That an equitable adjustment is made or denied under another provision of this Contract.
3. Adjustments made in cost of performance may have a mutually agreed fixed or percentage fee.

Initials by Bidder: \_\_\_\_\_



**GENERAL TERMS AND CONDITIONS**

**P. TAX EXEMPT:**

Texas Sales and Use Taxes: VICTORIA COUNTY is exempt from state and local sales and use taxes under Section 151.309 of the Texas Tax Code. This Contract is deemed to be a separate contract for Texas tax purposes, and as such, the County hereby issues its Texas Exemption for the purchase of any items qualifying for exemption under this agreement. Contractor is to issue its Texas Resale Certificate to vendors and subcontractors for such items qualifying for this exemption, and further, contractor should state items at cost.

**Q. AWARDS:**

VICTORIA COUNTY reserves the right to award this contract on the basis of LOWEST AND BEST BID in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.

**R. ASSIGNMENT:**

The successful vendor may not assign, sell or otherwise transfer this contract without the permission of VICTORIA COUNTY Commissioners Court.

Initials by Bidder: \_\_\_\_\_

CONTRACT SHEET

THE STATE OF TEXAS  
COUNTY OF VICTORIA

This memorandum of agreement made and entered into on the \_\_\_\_ day of \_\_\_\_\_ 2021, by and between VICTORIA COUNTY in the State of Texas (hereinafter designated County), acting herein by the County Judge, Ben Zeller, by virtue of an order of VICTORIA COUNTY Commissioners Court, and \_\_\_\_\_(company name) (hereinafter designated Contractor).

WITNESSETH:

The Contractor and the County agree that the bid and specifications for a reconstruction project on the Widening of McCoy Road and Reconstruction of Bayer Road which are hereto attached and made a part hereof, together with this instrument shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Victoria, Texas this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

VICTORIA COUNTY, Texas

By: \_\_\_\_\_  
County Judge

By: \_\_\_\_\_  
Contractor

Purchase Order No. \_\_\_\_\_

Contract is not valid until this certificate is signed and Purchase Order issued.

**GENERAL SPECIFICATIONS**

for

**THE WIDENING OF MCCOY ROAD AND RECONSTRUCTION OF BAYER ROAD  
INCLUDING CONSTRUCTION**

**SPECIFICATIONS FOR**

**VICTORIA COUNTY COMMISSIONERS' COURT  
DANNY GARCIA, PRECINCT NO. 1**

## WIDEING OF MCCOY ROAD AND RECONSTRUCTION OF BAYER ROAD

### I. GENERAL CONSIDERATIONS

#### A. DEFINITIONS:

Whenever used in specifications or on drawings, the following meaning shall be given the terms herein defined.

1. "Owner"- VICTORIA COUNTY, Texas
2. "General Contractor"- Successful Bidder awarded the work
3. "Plans"- Design, construction plans and specifications, prepared and furnished by CIVILCORP, LLC

#### B. WORKMANSHIP AND MATERIALS:

1. Contractor shall do this work in accordance with the drawings and specifications and in the best and most workmanlike manner by qualified, careful and efficient workers, in strict conformity with the best accepted practices of each craft concerned, and at all times, workmanship shall be subject to inspection and approval of the Owner.
2. Application for minor changes for utilization of available materials shall be made to the Owner.

#### C. DRAWINGS AND SPECIFICATIONS:

1. If a conflict occurs between information on the drawings and information in the specifications, the drawings shall apply unless it is clearly indicated otherwise.
2. Any work called for on the drawings, and not mentioned in the specifications, or vice versa, shall be furnished as though fully set forth in both.
3. Work not particularly detailed, marked or specified shall be the same as similar parts that are detailed, marked or specified.
4. Should an error appear on the drawings or in the specifications, or in the work done by others affecting this work, the Contractor shall notify the Owner at once and proceed according to the Owner's instructions. If the Contractor proceeds with work affected without, or contrary to, the Owner's instructions, he shall (at the Owner's discretion) repair, replace, or make adequate restitution for any resulting damage or defects. This includes typographical errors in the specifications, and notational errors on the drawings where doubtful of interpretation.

#### D. USE OF PREMISES:

1. The Contractor shall confine his apparatus, storage of materials and construction operations to the limits of right of way. Any other Construction easement or storage easement must be obtained by Contractor.

2. The Contractor shall enforce any instructions of the Owner regarding signs, advertising, fires, danger signals, and barricades.

## II. TECHNICAL SPECIFICATIONS

Includes but is not limited to all of the specifications referenced in the "Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, 2014", other than the specifications and provisions added or amended by the following pages.

### A. STANDARD SPECIFICATIONS

COUNTY OF VICTORIA  
PRECINCT NO. 1

GOVERNING SPECIFICATION ITEMS FROM TEXAS DEPARTMENT OF TRANSPORTATION  
& COUNTY OF VICTORIA

ALL SPECIFICATIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

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

ITEM 110 EXCAVATION  
ITEM 132 EMBANKMENT  
ITEM 164 SEEDING FOR EROSION CONTROL  
ITEM 168 VEGETATIVE WATERING  
ITEM 247 FLEXIBLE BASE  
ITEM 260 LIME TREATMENT (ROAD MIXED)  
ITEM 310 PRIME COAT  
ITEM 316 SEAL COAT  
ITEM 340 DENSE-GRADED HOT-MIX ASPHALT (SMALL QUANTITY)  
ITEM 400 EXCAVATION AND BACKFILL FOR STRUCTURES  
ITEM 432 RIPRAP  
ITEM 464 REINFORCED CONCRETE PIPE  
ITEM 467 SAFETY END TREATMENT  
ITEM 472 REMOVING AND RE-LAYING CULVERT  
ITEM 500 MOBILIZATION  
ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING  
ITEM 506 TEMPORARY EROSION, SEDIMENTATION AND ENVIRONMENTAL CONTROLS  
ITEM 530 INTERSECTIONS, DRIVEWAYS AND TURNOUTS  
ITEM 552 WIRE FENCE  
ITEM 644 SMALL ROADSIDE SIGN ASSEMBLIES  
ITEM 658 DELINEATOR AND OBJECT MARKER ASSEMBLIES  
ITEM 662 WORK ZONE PAVEMENT MARKINGS  
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS  
ITEM 668 PREFABRICATED PAVEMENT MARKERS

WIDENING OF MCCOY ROAD AND RECONSTRUCTION OF BAYER ROAD

B. SPECIAL SPECIFICATIONS

SECTION 01005- SUMMARY OF WORK

Descriptive Summary of the Work: ROAD RECONSTRUCTION

Identification: WIDENING OF MCCOY ROAD AND RECONSTRUCTION OF BAYER ROAD

Contract Documents: Requirements of the work are contained in the contract documents, and include cross-references herein to published information, which is not necessarily bound therewith.

**SPECIAL PROVISIONS:**

000---001 Important Notice to Contractors

**END OF SECTION**

**SPECIAL PROVISION**  
**000---001**  
**Important Notice to Contractors**

The Contractor's attention is directed to the fact that there are outstanding utility adjustments required for the construction of this project. The County estimates that these utility adjustments will be completed as shown.

An extension of working time will be granted, if necessary, for delays caused by interferences beyond the expected completion date.

The Contractor is invited to review the outstanding utility adjustments with the Project Engineer assigned to this project and listed in the "NOTICE TO CONTRACTORS."

The following utilities are to be adjusted by their owners and are expected to be completed by the dates shown.

---

<b>UTILITY TO BE ADJUSTED</b>		
<b><u>OWNER</u></b>	<b><u>LOCATION*</u></b>	<b><u>EXPECTED COMPLETION DATE</u></b>
AEP Overhead Electrical Lines	Sta 0+00 to Sta 28+00	September 30 <sup>th</sup> , 2021
Kinder Morgan Underground Gas Pipeline	Sta 25+50 and Sta 50+67	September 30 <sup>th</sup> , 2021

\*All stations shown above are approximate.

## WIDENING OF MCCOY ROAD AND RECONSTRUCTION OF BAYER ROAD

### SECTION 01205- PROCEDURES AND CONTROLS

#### Administration and supervision:

Coordination: Coordinate various elements of the work and entities engaged to perform work; and coordinate the work with existing facilities/conditions, and with work by separate contractors (if any) and by Owner.

Inspections and Testing: The County will provide testing and inspection of the work.

Neither inspection-and-test results nor failure thereof to disclose deficiencies relieves Contractor of responsibility to comply with requirements of contract documents. Provide services to inspection and testing agencies (Owner's and Contractor's), including taking and delivery of samples, patching work and similar assistance.

**END OF SECTION**



## WIDENING OF McCOY ROAD AND RECONSTRUCTION OF BAYER ROAD

### SECTION 01705- PROJECT CLOSEOUT

#### General Definitions:

The provisions of this section apply primarily to closeout of actual physical work, not to administrative matters such as final payment and changeover of insurances. Closeout requirements relate to both final completion and substantial completion of work, and apply to individual portions of completed work as well as the total work. Specific requirements in other sections have precedence over general requirements of this section.

#### Procedures at Substantial Completion:

Prerequisites: Comply with General Conditions and complete the following before requesting Owner's inspection of the work, or designated portion thereof, for substantial completion:

Complete final cleaning, and remove temporary facilities and tools.

Inspection Procedures: Upon receipt of Contractor's request, Owner will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Owner will either prepare certificate of substantial completion, or advise Contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance.

#### Procedures at Final Acceptance:

Re-inspection Procedure: Upon receipt of Contractor's notice that work has been completed, including punch-list items resulting from earlier inspections and accepting incomplete items delayed because of acceptable circumstances, Owner will re-inspect work. Upon completion of re-inspection, Owner will either recommend final acceptance and final payment, or advise Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated.

Final Cleaning: At closeout time, clean or re-clean entire work to normal level for "first class" maintenance/cleaning of building projects of a similar nature. Remove non-permanent protection and labels, touch-up minor finish damage, remove debris and broom-clean non-occupied spaces, sweep and wash paved areas, police yards and grounds, and perform similar cleanup operations needed to produce a "clean" condition as judged by Owner.

**END OF SECTION**

## RESIDENCE CERTIFICATION

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

"Nonresident bidder" refers to a person who is not a resident

"Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

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

I certify that \_\_\_\_\_ is a Nonresident Bidder of Texas  
(Company Name)  
as defined in Government Code §2252.001 and our principal place of business is

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

## REQUIREMENT FOR DISCLOSURE OF CONFLICT OF INTEREST

The 79th Texas State Legislature enacted H.B. 914, creating Chapter 176 of the Local Government Code. This act, Disclosure of Certain Relationships with Local Government Officers, takes effect January 1, 2006. As required by the act, the Texas Ethics Commission has created a draft disclosure questionnaire to be completed by vendors. This disclosure requirement applies to a person who contracts or seeks to contract for the sale or purchase of property, goods or services with a local governmental entity.

1. CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ) is required to be filed within 7 business days of:
  - A. Beginning contract discussions or negotiations with Victoria County; or
  - B. Responding to a Request for Proposal, Invitation to Bid, or a correspondence or other writing related to a potential agreement with Victoria County.

COMPLETION AND SUBMISSION OF FORM CIQ ARE THE SOLE RESPONSIBILITY OF THE PROSPECTIVE VENDOR.

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY

Date Received

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.

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

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.)

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

\_\_\_\_\_  
Name of Officer

1. 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?

Oves DNo

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?

Oves DNo

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)(8), excluding gifts described in Section 176.003(a-1).

\_\_\_\_\_  
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 (8):**

(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.

**Attachment D: REQUIREMENT FOR CERTIFICATE OF INTERESTED PARTIES  
(Form 1295)**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

**Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. **A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.** An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1- 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b>
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.	

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. D

6 **AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath

**ADD ADDITIONAL PAGES AS NECESSARY**