

RESPONDENT'S COMPLIANCE CERTIFICATION - DUE (TBD)

THIS SECTION MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SECTION MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.

- 1 By signature hereon, Respondent offers and agrees to furnish all services as described in this RFP at the prices quoted and comply with all terms, conditions, and requirements set forth in the RFP documents and contained herein.
- 2 By signature hereon, Respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Proposal. Failure to sign hereon, or signing a false statement, may void the proposal or any resulting contracts at Victoria County's option, and the Respondent may be removed from all future proposal lists.
- 3 By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at Victoria County's option, may result in cancellation of any resulting contract.
- 4 By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 5 By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this RFP are current, complete and accurate.
- 6 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this proposal.
- 7 By signature hereon, Respondent certifies as follows:

“Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, is not ineligible to receive payment and acknowledges

that this contract may be terminated, and payment may be withheld if this certification is inaccurate.”

“Under Section 2155.004, Texas Government Code, the vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.”

“Under Section 2254.004, Texas Government Code, the vendor or applicant certifies that each individual or business entity proposed by Respondent as a member of its team that will engage in the practice of engineering or architecture was selected based on demonstrated competence and qualifications only.”

- 9 By signature hereon, Respondent certifies that no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between Respondent and an employee of Victoria County, or Respondent has not been an employee of Victoria County within the immediate twelve (12) months prior to the RFP response. All such disclosures will be subject to administrative review and approval prior Victoria County entering into any contract with Respondent.
- 10 By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (Ref. Section 3.102, Article 601b, V.T.C.S.)
- 11 Respondent represents and warrants that all services to be provided in response to this RFP will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation.
- 12 By signature hereon, Respondent signifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

Compliance Certification Signature: _____

Submitted By: Company Name _____

Authorized Signature _____

Printed Name/Title _____

Date _____

Email _____

STATE OF TEXAS VIN No: -or- FEI No: _____

If Sole Owner: _____

SS No: _____

If a Corporation: _____

State of Incorporation: _____

Charter No: _____

Street Address _____

Mailing Address _____

City, State, Zip Code _____

Telephone Number _____

Facsimile Number _____

CONTRACT

GENERAL CONTRACT DATE: _____
OWNER: Victoria County
OWNER'S REPRESENTATIVE: Kelly R. Hubert, Facilities Manager
PROJECT/JOBSITE ADDRESS: 1967 Courthouse, 115 N Bridge St, Victoria TX 77901
ENGINEER: Stridde, Callins & Associates
MODIFICATIONS OR ADDENDA: TBD
COMMENCEMENT DATE: _____
SUBSTANTIAL COMPLETION DATE: _____

PROGRESS PAYMENTS:

Submit pay requests to:

Victoria County Facilities Management
704 N Goldman St, Suite 2
Victoria TX 77901

Or email to: khubert@vctx.org

Allow 10 working days from receipt of pay request for review by Facilities Management and County Engineer.

Allow an additional 10 working days for processing by County Auditor's Office.

Check will print at the County Treasurer's office the following Monday, and be picked up by USPS that afternoon. Victoria County is not responsible for the performance of the USPS.

CERTIFIED PAYROLL: TBD

ACCEPTED ALTERNATES: TBD

UNIT PRICES: In accordance with quote

SUBMITTALS: SUBMIT ALL SUBMITTALS/SHOP DRAWINGS ELECTRONICALLY; PLEASE CONTACT FACILITIES MANAGER TO COORDINATE

INSURANCE REQUIREMENTS:

- A. Commercial General Liability
 - a. Commercial General Liability with limits of insurance of not less than \$1,000,000 Each Occurrence, \$2,000,000 Products/Completed

Operations Aggregate, \$1,000,000 Personal & Advertising Injury, \$100,000 Fire Damage Limit (any one fire), \$5,000 Medical Expense (any one person) and \$2,000,000 General Annual Aggregate. If the Commercial General Liability coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.

- b. Commercial General Liability coverage shall be written on ISO Occurrence form CG 00 01 12 07 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
- c. Owner shall be included as insureds on the Commercial General Liability using ISO Additional Insured Endorsement CG 20 10 11 85 or CG 20 10 10 01 and CG 20 37 10 01 or CG 20 33 10 01 or an endorsement providing equivalent coverage to the additional insureds. It shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
- d. Contractor shall maintain Commercial General Liability coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least one (1) years after completion of the work.

B. Automobile Liability

- a. Business Auto Liability with limits of at least \$1,000,000 for each accident.
- b. Business Auto Coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles.
- c. Owner shall be included as additional insureds on the auto policy.

C. Commercial Umbrella

- a. Umbrella limits must be not less than \$2,000,000 Each Occurrence and \$2,000,000 General Annual Aggregate
- b. Umbrella coverage must include as insureds all entities that are additional insureds on the Commercial General Liability.
- c. Umbrella coverage for such additional insureds shall apply as primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the Commercial General Liability, Auto Liability, and Employers Liability coverages maintained by the Subcontractor.

- D. Workers Compensation and Employers Liability
 - a. Employers Liability Insurance limits of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease.
 - b. Where applicable, U.S. Longshore and Harbor workers Compensation Act Endorsement shall be attached to the policy.
 - c. Where applicable, the Maritime Coverage Endorsement shall be attached to the policy.

- E. Waiver of Subrogation
 - a. Contractor waives all rights against Owner, and Architect and/or Engineer and their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or worker's compensation and employer's liability insurance maintained per requirement stated above.

- F. Notification of Cancellation, Non-Renewal or Material Change in Coverage
 - a. Contractors General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies shall be endorsed to state that Owner will be notified at least 30 days in advance in the event of cancellation, non-renewal, or material change in coverage of said policies and the subcontractor will replace "will endeavor" with "must notify" in their Certificate of Insurance.

- G. Certificates of Insurance
 - a. Contractor shall provide Owner with valid certificates of insurance prior to commencement of work verifying said insurance requirements have been met. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractors Commercial General Liability Policy.

Insurance Certificates are required to be submitted on the Accord form. Your insurance agent should be contacted immediately and notified to forward the certificate to our office. You will not be allowed on the jobsite until a copy is on file in our Facilities Management office. Please note that your contract and any payments due will be held until this has been received. It is your responsibility to furnish new certificates when current coverage expires. Contracts could be null and void if you are unable to obtain Workers Compensation coverage, you should notify us immediately if there is a problem. Subcontractors working for you

will also be required to submit certificates of insurance. No Exceptions.

BOND REQUIREMENTS:

CLEANUP: Each Contractor is responsible for cleanup and haul off of his own trash daily. The Owner will determine the degree of cleanup required. You will get one verbal warning by the Owner. If your work is not cleaned up, we will do it for you and back charge your Contract accordingly.

BACKCHARGES: Back charges generally will not be allowed without written authorization from the Owner. You will be back charged by Owner for:

1. Cleanup a project site if you fail to perform after a verbal warning
2. Work that Owner is forced to complete for items included under your scope of work that your firm fails to complete in a timely manner.
3. Unauthorized use of Owner's jobsite equipment and operator in performing any of your scope of work on this project. Back charges between Contractors should be submitted in a timely manner (30 days) to the Owner. These will only be allowed by written authorization between both parties and with final approval of the Owner.

REQUESTS FOR EXTRAS OR CHANGE ORDERS:

ALL CHANGE ORDERS MUST BE IN WRITING. CHANGE ORDERS MAY NOT BE DONE AT THE JOBSITE LEVEL. ALL REQUESTS FOR EXTRAS OR CHANGE ORDERS MUST COME THROUGH THE VICTORIA COUNTY PROJECT MANAGER IN THE HOME OFFICE. THE ONLY WAY TO CHANGE YOUR CONTRACT AMOUNT IS THROUGH A WRITTEN CHANGE ORDER FROM OUR OFFICE.

PAYMENTS TO SUBCONTRACTORS/SUPPLIERS:

Owner and Contractor agree that if Owner at any time believes, in its sole judgment, that Contractor's suppliers and/or subcontractors may not be paid by Contractor, Owner may elect to pay any such subcontractors or suppliers directly by joint check and shall be entitled to deduct any such sums paid from sums due to Contractor. Owner's decision to pay Contractor's suppliers or subcontractors directly or by joint check shall not be considered a breach of this Contract.

FINAL PAYMENT:

Final payment shall be due when the Work described in this Contract is fully completed and performed in accordance with the contract documents, approved by the Architect and/or Engineer, accepted by Owner, and retainage for that portion of the work has been received from the owner. Before issuance of final payment, the Contractor shall submit evidence satisfactory to the Contractor that all payrolls, bills for material and equipment, and all known indebtedness connected with the Contractor's work have been satisfied and discharged.

CONTRACTOR'S RESPONSIBILITIES:

1. The Contractor shall be bound to Owner by the terms of this agreement and of the Contract Documents between the Owner and Contractor, and shall assume toward Owner all the obligations and responsibilities which the Contractor, by those documents, assumes toward the Owner.
2. Contractor shall take all necessary precautions to protect the work of other trades from damage caused by his operations and shall be responsible, therefore, if said work is damaged as a result of Contractor's negligence or the negligence of his employees or persons under contract to him.
3. The Contractor shall take all reasonable safety precautions with respect to his Work, shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety of persons or property in accordance with the requirements of the Contract Documents. It is further agreed by and between the parties hereto that Subcontractor herein shall hold harmless and indemnify Victoria County for any and all penalties assessed against Contractor as a result of violation of the Occupational Health and Safety Act and all requirements related thereto if such penalty or penalties are assessed or levied as a result of any violation of said Occupational Health and Safety Act by Contractor or any of said Contractor's employees, agents or independent contractors working under the direction of said Contractor. Failure to reimburse Contractor shall have the effect of allowing Contractor to withhold for its own benefit the amount of such penalty out of any payments due under the terms of this contract.
4. Contractor warrants that all materials and equipment furnished and incorporated by him in the Project shall be new unless otherwise specified, and that all work under this contract shall be good quality, free from faults and defects and in conformance with the Contract Documents.
5. Contractor agrees that if he should neglect to prosecute the work diligently and properly or fail to perform any provisions of this Contract, the Owner, after three working days' written notice to the Contractor,

may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payments then or hereafter due subcontractor.

6. Contractor agrees that Owner's equipment will be available to Contractor only at Owner's discretion and on mutually satisfactory terms.
7. Any change in Work from Drawings and Specifications of the Contract Documents ordered in writing by Owner shall be adhered to by Contractor and shall not invalidate this subcontract and the result in additional cost or credit shall be reduced to writing and signed by Contractor and Owner.
8. Contractor shall cooperate and coordinate with other Contractors where work interference might result, and shall cooperate with Owner in scheduling and performing his work to avoid conflict or interference with the work of others.
9. The Contractor shall promptly submit shop drawings and samples as required in order to perform his work efficiently, expeditiously and in a manner that will not cause delay in the progress of the work.
10. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this contract. The Contractor shall secure and pay for all permits, fees and licenses necessary for the execution of the Work described in the Contract Documents as applicable to this contract.
11. Contractor shall comply with Federal, State and local tax laws, social security acts, unemployment compensation acts and workmen's compensation acts insofar as applicable to the performance of this subcontract.
12. Contractor agrees that all work shall be done subject to final approval of the Architect and/or Engineer, and the Architect and/or Engineer's decision in matters related to artistic effect shall be final.
13. **INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OWNER, CONTRACTOR AND CORPORATIONS WHICH DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES CONTROL, OR ARE CONTROLLED BY, OR ARE UNDER COMMON CONTROL WITH CONTRACTOR, AND THE DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES OF OWNER, CONTRACTOR AND OF SUCH CORPORATION ALONG WITH ANY OTHER ENTITY FOR WHOM INDEMNIFICATION BY CONTRACTOR IS REQUIRED, AGAINST ALL LIABILITY AND CLAIMS FOR:**

1. DEATH OF OR INJURY TO ANY AND ALL EMPLOYEES OF SUBCONTRACTOR, AND EMPLOYEES OF ANY OF SUB-CONTRACTORS' SUBCONTRACTORS AND/OR SUPPLIERS; AND
2. PROPERTY DAMAGE TO PROPERTY OF SUB-CONTRACTOR AND/OR SUBCONTRACTORS' SUB-CONTRACTORS AND/OR SUPPLIERS, INCLUDING THE LOSS OF USE OF PROPERTY.

THE INDEMNITY CONTAINED HEREIN INCLUDES INDEMNIFICATION FOR ANY AND ALL EXPENSES AND ATTORNEYS FEES RELATED TO THE CLAIMS DESCRIBED ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY TO SUBCONTRACTOR'S BREACH OF THIS AGREEMENT, EVEN IF SUCH CLAIM OR LIABILITY IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT THE SUBCONTRACTOR INDEMNIFY THE CONTRACTOR EVEN FROM THE OWNER'S AND CONTRACTOR'S OWN NEGLIGENCE. SUBCONTRACTOR ALSO AGREES TO INDEMNIFY THE OWNER AND CONTRACTOR AND HOLD IT HARMLESS FROM ALL EXPENSES, INCLUDING ATTORNEY'S FEES CAUSED BY OR RELATED TO ANY BREACH BY SUBCONTRACTOR OF THIS AGREEMENT.

SUBCONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO OR LOSS OF THE SUBLET WORK, WHETHER COMPLETED OR UNDER CONSTRUCTION, UNTIL RESPONSIBILITY FOR THE WORK HAS BEEN ACCEPTED BY THE OWNER, AND SUBCONTRACTOR AGREES TO INDEMNIFY OWNER AND CONTRACTOR AGAINST ALL EXPENSES AND COSTS CAUSED BY ANY SUCH DAMAGE OR LOSS FROM ANY CAUSE, EVEN IF SUCH DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE. SUBCONTRACTOR WILL ALSO TAKE PRECAUTIONS TO PROTECT OTHER PORTIONS OF THE WORK. IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER THE ABOVE PARAGRAPH, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION AND SHALL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT.

The indemnification obligations under this Contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts or other employee

benefits acts, and shall extend to include any actions brought by or in the name of any employee of the Contractor or of any third party to whom Contractor may sublet a part of the work. The obligations of the Contractor under this paragraph shall not extend to the liability of the Architect and/or Engineer, the Architect's consultants, and agents and employees of any of them arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or the giving of or failure to give directions or instructions by the Architect and/or Engineer, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

DEFECTIVE WORK AND CLAIMS:

Payments otherwise due may be withheld by Owner on account of defective work not remedied, claims filed, evidence indicating probability of filing of claims or failure of Contractor to make payments for material or labor. If the said causes are not removed within seventy-two (72) hours after Contractor's receipt of written notice, Owner may rectify the same at Contractor's expense. Owner may offset against any sums due Contractor hereunder the amount of any liquidated or un-liquidated obligations of Contractor to Owner, whether or not arising out of this Agreement.

MEDIATION:

1. Prior to the filing of any lawsuit, all claims, disputes and other matters in question arising out of, or relating to, this contract, or the breach thereof, shall be submitted to mediation. With respect to disputes that involve Owner and Contractor, such mediation shall be in the same manner and under the same procedure as provided in the Contract Documents, except that a decision by the Architect and/or Engineer shall not be a condition precedent to mediation.
2. This Article shall not be deemed a limitation on any rights or remedies which Contractor may have under any Federal or State mechanic's lien laws or under any applicable labor and material payment bonds unless such rights or remedies are expressly waived by him.

VENUE

This agreement and all Contracts hereunder shall be governed and interpreted under the laws of the State of Texas and venue of any lawsuit shall be maintainable only in Victoria County, Texas.

CONTRACT WORK:

SUPPLY ALL MATERIAL, LABOR AND EQUIPMENT NECESSARY TO COMPLETE THE FOLLOWING SCOPE OF WORK IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, IN CONJUNCTION WITH APPROVED SUBMITTALS AND SHOP DRAWINGS, AND SHALL INCLUDE BUT NOT NECESSARILY BE LIMITED TO THE FOLLOWING:

PER PLANS AND SPECIFICATIONS:

Drawings 1967 VICTORIA COUNTY COURTHOUSE – HVAC, BAS, AND ELECTRICAL DISTRIBUTION IMPROVEMENTS TASK ORDER 012-2022 01/31/2023

Specifications VICTORIA COUNTY TASK ORDER No. 12 01/31/2023

Executed Bid Form