



Request for Bid: 24MCO636 CONSTRUCTION OF OCCIDENTAL PARKWAY EXTENSION

Due Date: Wednesday, September 25, 2024 at 10:00 A.M.

INSTRUCTION TO BIDDERS

Midland County (hereinafter called “County”) invites sealed bids from interested qualified vendors (hereinafter called “Vendors”) for the contract # identified above. The following pages provide general information regarding bid requirements and specifications for the project. If further information is required, please contact the Midland County Purchasing Department by email at pur103@co.midland.tx.us. **A mandatory pre-bid meeting will be held at 9:30am on Thursday September 5, 2024 in the conference room of Midland County Public Works offices at Midland County Courthouse 500 N. Loraine, 11th Floor Midland, TX 79701.** All requests for information must be submitted in writing. Responses to all questions received will be sent to each Vendor known to have copies of the Request for Bid. All questions should be submitted on or before Thursday, September 12, 2024 at 5:00 PM. Questions received after said date and time will not receive a response. Answers and clarifications which are considered to materially change the solicitation will be issued as written addenda to the original RFP and will be posted to the Midland County website at www.co.midland.tx.us. Vendors are responsible for ensuring all answers to questions are reviewed prior to bid submittal and that all answers are properly acknowledged with their submitted bid. Verbal representations made or assumed to be made during any discussions held between representatives of a Vendor and any Midland County personnel or official are not binding on Midland County.

Vendors should submit one (1) original, three (3) copies, and an electronic copy on USB drive of the bid. Midland County is exempt from all state and federal taxes. Tax exempt certificates are available upon request. All responses should be submitted by hand delivery or mail carrier in a sealed envelope, marked on the outside with the contract number and name of vendor. Responses must be received by the Due Date listed above and all late bids will be rejected and returned without being opened. Bids should be addressed as follows:

Midland County Purchasing Department

Midland County Courthouse

Attention: Kristy Engeldahl, Purchasing Agent

500 N. Loraine Street, Suite 1101

Midland, Texas 79701

A bid may be altered, modified or amended by a Vendor at any time, prior to Due Date. Alterations, modifications or amendments to a bid must be made in the offices of the Purchasing Department. All changes made on a bid before the submission deadline must be initialed by the signer of the bid, guaranteeing authenticity. A bid may not be altered, modified or amended after the submission Due Date. A bid may not be withdrawn or canceled by the Vendor for a period of sixty (60) days following the Due Date.

Prior to award, selected Vendors may be asked to provide further information concerning their bid, up to and including presentations/demonstrations. The County reserves the right to reject any and all bids or waive formalities as deemed in the best interests of Midland County. Midland County also reserves the right to withdraw the bid request at any time and for any reason. Midland County also has the right to terminate its selection process at any time and to reject all responses, or all bids. Receipt of the bid materials by Midland County or submission of a bid to Midland County confers no rights upon any Vendor nor obligates Midland County in any manner. All costs associated with the preparation or submittal of bids shall be borne by the Vendor, and no cost shall be sustained by Midland County.

Vendors must submit all required documentation and failure to provide requested information may result in rejection of the bid.

SUBMISSION OF A BID MUST INCLUDE	
1. At least two references for commercial projects, preferably any local/state government clients that the Vendor has provided a similar type of work as being bid	8. Proof of insurance with minimum coverage values described herein
2. State contractor license number	9. Company Affidavit
3. List of current projects similar in scale and scope	10. Statement from Vendor that Performance and Payment Bonding capacity to the full value of the contract is attainable
4. List of past projects (5-year history) similar in scale and scope	11. Completed bid with total contract costs summation and itemized unit prices
5. OSHA 30 Log (5-year history)	12. Total quantity of continuous calendar days necessary to complete the Work from NTP.
6. EMR (5-year history)	13. List of subcontractors and suppliers for use in performance of the work, specifying the work to be performed by each
7. TxDOT Confidential Questionnaire accurate as to within the last 12 calendar months	

Submission of a bid indicates Vendor’s acceptance of the evaluation technique and Vendor’s recognition that subjective judgments may be made by the County during the determination of qualification. The County may conduct such investigations as the County deems necessary to establish the responsibility, qualifications and financial ability of Vendors and any proposed subcontractors or suppliers.

Evaluation of the bids shall be based on either:

- A. Lowest Responsible Bidder, or
- X B. Best Value

If neither option A nor option B is chosen above then the County may award the bid to a Vendor upon any evaluation process of its choosing. Lowest Responsible Bidder evaluations are awarded to the bidder who meets the County’s criteria and submits the lowest total bid consistent

with the requirements herein. Best Value evaluations are awarded to the bidder who the County, in its sole judgment, determines is best suited for the specific work and could include factors such as whether the bid complies with the prescribed requirements, alternates, unit prices, total contract duration in calendar days, qualifications and experience.

The Vendor agrees, during the performance of the work, to comply with all applicable federal, state, or local code and ordinances. The apparent silence of any specification as to any detail or omission from a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Contents of the bids will remain confidential until the contract is awarded. At that time the contents will be made public under the Texas Public Information Act; except for any portion of a bid which has been clearly marked as a trade secret or proprietary data (the entire bid may not be so marked). Bids will be opened, and the name of the firm submitting the bid read aloud and acknowledged on the Due Date in the Purchasing Department Conference Room located in the Midland County Courthouse, Suite 1101. All interested parties are invited to attend the opening. Vendors are hereby notified that the Owner strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

The attached Contract with insurance and bonding requirements are non-negotiable. Modification by Vendor of any terms of the Contract will be deemed a non-responsive bid. Non-responsive bids will be rejected. Vendor must be willing to sign the Contract as is and without modifications, provide properly executed bonds and provide insurance as required therein. If the selected Vendor cannot meet the requirements, then the County reserves the right to award the purchase to another bidder. Any Vendor who fails to comply with the terms of the award may be declared an unqualified vendor. Bids submitted by unqualified vendors shall not be considered again for future bids for a minimum of six (6) months as determined by Midland County officials.

After the bid is awarded by the Commissioners Court and within fifteen (15) calendar days of the Award, Vendor must submit the following to the County for review in order to receive Notice to Proceed:

SUBMISSIONS REQUIRED AFTER AWARD OF A BID	
1. Safety Plan, to include an organization chart with responsibilities	5. Construction Schedule indicating the milestones in detail and total calendar day duration provided with the bid.
2. Quality Control plan to include an organization chart with responsibilities	6. If applicable, milestones should include Notice to Proceed date, road closure implementation and removal, earthwork start date, paving start date, striping and accessories start date, substantial completion date
3. Material submittals as described in the technical specifications, list of subcontractors and suppliers specifying the performance of each	7. Signed Midland County Construction Contract, Executed Payment and Performance Bond to the full value of the contract and valid insurance certificates as described in the contract
4. Traffic Control Plan that meets the requirements defined in the construction documents	8. SWPPP plan that incorporates acceptable BMPs found within the construction documents. NOI and permit from TCEQ

**BID REQUIRED FORM
COMPANY AFFIDAVIT**

The affiant, _____ states with respect to this submission to County:

I hereby certify that if the contract is awarded to our firm that no member or members of the governing body, elected official or officials, employee or employees of said County, or any person representing or purporting to represent the County, or any family member including spouse, parents, or children of said group, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or any other financial benefit on account of the act of awarding and/or executing a contract.

I hereby certify that I have full authority to bind the company and that I have personally reviewed the information contained in this submission and all attachments and appendices, and do hereby attest to the accuracy of all information contained in this submission, including all attachments and exhibits.

I acknowledge that any misrepresentation will result in immediate disqualification from any consideration in the submission process.

I further recognize that County reserves the right to make its award for any reason considered advantageous to the County. The company selected may be without respect to price or other factors.

Signature _____ Date _____

Name _____ Phone _____

Title _____

Firm Name _____

Address _____

County, State, Zip _____

**FORM OF
CONSTRUCTION CONTRACT**

(This Construction Contract is for bidders' reference during the bidding process and is not for execution until after the winning bid is approved and awarded.)

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MIDLAND COUNTY CONSTRUCTION CONTRACT

THIS CONTRACT, effective the ____ day of _____, 2024 is hereby made by and between Midland County Texas, and _____.

I. PARTIES

1.1 County: Shall refer to Midland County Texas. The words “County Representative” or “Representative” shall mean the County Engineer or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by the County to act in any particular county under this Contract.

1.2 Company: Shall refer to _____. It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of County; that Company shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between County and Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between County and Company. No person performing any of the work and services described hereunder by Company shall be considered an officer, agent, servant or employee of the County. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” which would give rise to vicarious liability. Company shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The County does not have the power to direct the order in which the work is done. The County shall not have the right to control the means, methods or details of the Company’s work. Company shall assume exclusive responsibility for the work. Company is entirely free to do the work in its own way.

1.3 Parties. County and Company may sometimes be referred to herein collectively as “Parties.”

II. SCOPE OF WORK

The Company shall perform all work described for the Occidental Parkway Extension to Elkins Road Project of this Contract in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

EXHIBIT A.....Scope of Work, Specifications, Bid or Cost Summary

EXHIBIT B..... Conflict of Interest Reporting

III. CONSTRUCTION PRICE

3.1 Price: Company shall perform all work described in this Contract and its attachments for the unit prices submitted in the winning bid. In the event that the unit number for any line item changes, then the total contract sum shall be equitably adjusted.

3.2 Periodic Payments: The County may make periodic payments to Company; only after all work and all Change Orders are completed by Company and approved by the County. The approval shall be in the County’s sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month, or at other stated intervals at the discretion of the County. Upon approval by the County or the County’s representative, the request and invoice shall be forwarded for payment.

3.3 Consideration: The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

3.4 Unbudgeted Funds: In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to County of any kind whatsoever.

IV. COMMENCEMENT OF WORK

4.1 Commencement of Work/Notice to Proceed: Once the bidder has been identified, the award of the contract will be considered and discussed in open County Commissioners Court.

Upon acceptance, the bidder shall engage with the County as follows: (a) Attend a mandatory preconstruction meeting to discuss the details of the project and validate scope understanding by the bidder, (b) Submit executed contract, (c) Submit executed Performance and Payment bonds and (d) Submit insurance and waivers of subrogation to the County. Upon receipt of the above documentation, a formal Notice to Proceed with an executed agreement will be transmitted to the Vendor. This transmittal will start the construction timetable and work shall commence. Company shall commence work no later than 10 days after receipt of the Notice to Proceed or other written release to proceed and shall continue working until the work is complete.

4.2 Materials: Unless otherwise stipulated, Company shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. Company shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

4.3 Laws: Company shall perform all work in compliance with federal, state and local laws, regulations and orders now in effect or which may hereafter be enacted. Company's actions hereunder shall not arise out of or result from any actual or alleged discrimination, humiliation, harassment or misconduct because of age, color, race, sex, creed, national origin, marital status, sexual preference, or orientation, religion, disability or pregnancy or any other legally protected class; rather, Company shall provide equal employment opportunities.

4.4 Permitting: Company shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing Company's performance of the contract, including all environmental laws and regulations, whether state or federal.

4.5 Minor Work Not Mentioned: All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. Company will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by County to be done by Company to accomplish any alteration or addition to the work as shown on the

Specifications. Company shall perform all extra work under the direction of County's Representative when presented with a written work order signed by County's Representative, subject, however, to the right of the Company to require written confirmation of such extra work order by County. Payment for extra work shall be as agreed in the work order.

4.6 Safety: Company shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

4.7 Clean Up: Company shall promptly remove from County's premises all materials condemned by County's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and Company shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. Company shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If Company does not remove and replace any such condemned materials within a reasonable time after a written notice by County, County may remove and replace such at Company's expense.

4.8 County Involvement: The County's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. The County's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. The County's representative will not be responsible for Company's failure to perform the work in accordance with the contract.

V. DEFAULT

5.1 Events of Default: Company shall be in default if Company at any time: (1) fails to supply sufficient, properly skilled and conforming labor, materials or equipment in the proper sequence or of the proper quality or quantity; (2) fails to pay any subcontract, supplier, laborer or materialmen or otherwise discharge any obligations arising out of the work; (3) falls behind in its work or delays, hinders or interferes with the work of the County or other subcontractors; (4) offers

any form of gratuity, bribe, commission, percentage, brokerage fee or the like in violation of Midland County's Purchasing Code of Ethics; (5) breaches, defaults or otherwise fails to perform any obligation under this Construction Contract, a change order, a scope of work, or similar document; or (6) files a proceeding under any bankruptcy law, makes an assignment for the benefit of creditors; files for a proceeding for dissolution or liquidation, appointments a receiver, trustee, or custodian for any material part of Company's assets; becomes insolvent (unless any of the above items in subparagraph (6) are dismissed within thirty (30) calendar days from the date of filing.

5.2 Time Is of The Essence: Time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract.

5.3 Late Completion: It is hereby understood and mutually agreed, by and between Company and the County, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed. Company agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between Company and the County, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

5.4 Notice: Provided, further, that Company shall, within ten (10) days from the beginning of such delay, unless the County shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the County, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify Company within a reasonable time of its decision in the matter.

5.5 NO STANDBY TIME: COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE COUNTY BE LIABLE TO COMPANY OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY

OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE COUNTY. COMPANY'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.

VI. REMEDIES

6.1 Remedies Generally: Upon an event of default by Company the County may, at its election and in addition to any other rights or remedies at law or in equity and after forty-eight (48) hours written notice to Company, proceed as follows:

- A. Withholding. County may withhold all or any part of any payment otherwise due Company until the default is remedied by Company. No withholding by County shall relieve Company of its obligation to cure the default or perform the work or other obligations under this Construction Contract, a change order, a scope of work, or similar document. County may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of (a) defective work not remedied; or claims filed or reasonable evidence indicating possible filing of claims; or failure of Company to make payments promptly to subcontractors or for material or labor which County may pay as an agent for the Company; or damages to another contractor or subcontractor. When the above grounds to withhold payment are removed, or Company provides a surety bond satisfactory to County, which will protect County in the amount withheld, payment may be released.
- B. Cure. County may provide itself or through others such labor, materials, equipment or other items or services as may be necessary in the County's sole discretion to cure the default of Company or pay its obligations arising out of the work and perform the work or any part or other obligations of Company. No curative efforts or supplementation by County shall relieve Company of its obligation to cure its default and continue

performance of the work and other obligations under this Construction Contract, a change order, a scope of work, or similar document.

- C. Termination. County may terminate Company's right to proceed with performance of the work, in whole or in part, and correct or complete the work or any portion covered by such termination. In the event of termination, Company shall deliver to County all materials and equipment and other work in preparation or progress, and County may, at its option, take possession of and use in completing the work any or all subcontracts and purchase orders or any materials, equipment or other items of Company on the project site at the time of termination.
- D. Withholding At Termination. In the event of termination, County may withhold all payments otherwise due Company as security for the completion of the Work and other obligations of Company, and Company shall not be entitled to any further payment until the Work is completed by County. If the costs and damages incurred by County on Company's behalf exceed the unpaid balance otherwise due Company, then Company shall not be entitled to any further payment and shall reimburse any shortfall to County upon demand. If such costs and damages do not exceed the unpaid balance otherwise due Company, then County shall pay the balance to Company, but only to the extent of work performed by Company and unpaid by County through the date of termination, and subject to the terms and conditions of this Construction Contract, a change order, a scope of work, or similar document and any other rights of withholding by County. Company agrees that the payments required by this Paragraph are its sole and exclusive remedy for a termination for default, and Company hereby waives any claims or rights of recovery for loss of or anticipated profits on unperformed Work or any other loss or damage.
- E. Bond. County may file a notice, claim, or demand against Company's bond requiring the surety to take over and complete the project, tender a new contractor at surety's cost, finance the bond principal's completion of the work, indemnify the parties, or buy out the bond obligation as the situation requires. The bonding obligations herein will require that the surety perform or pay for items including, but not limited to labor, materials, and equipment until the work contracted for herein is completed and all records retention, insurance, indemnity and warranty periods have terminated.

VII. INSURANCE

7.1 Insurance Requirements: Company shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

<u>Commercial General Liability</u> (including contractual liability):	Personal Injury: \$1,000,000.00 per person and \$1,000,000.00 per occurrence Property Damage: \$500,000.00 per occurrence
<u>Commercial Automobile Liability:</u>	\$1,000,000.00 combined single limit
<u>Workers' Compensation:</u>	Statutory limits
<u>Employers' Liability:</u>	\$500,000.00 per accident or occurrence
<u>Pollution Liability:</u>	\$1,000,000.00 per occurrence

7.2 General Liability: The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name the County as an additional insured and waive subrogation in favor of the County.

7.3 Auto Policy: The Commercial Automobile Liability insurance provided by Company shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-county vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name County as an additional insured and waive subrogation in favor of County.

7.4 Workers' Compensation: The Workers' Compensation coverage provided by Company shall inure to the benefit of employees injured during the course and scope of their employment by Company pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of County.

7.5 Subrogation / Additional Insured: All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of County. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name the County as an additional insured on a claims occurred basis. The County shall be provided the notice by Company's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

7.6 Subcontractor Insurance: Company shall contractually require all contractors,

subcontractors, and sub-subcontractors of any tier that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of Midland County and policies that name Midland County as an additional insured on a claims occurred basis (except workers' compensation).

7.7 Certificates: The parties agree that, prior to the execution of the Contract, Company shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the County, an example of which is attached hereto as Exhibit C – Acord Form. The County shall not be required to provide any insurance whatsoever pursuant to this Contract. Company certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Company shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. All insurance must be placed through an insurance carrier licensed to operate in Texas and have an AM Best Rating greater than A-VI.

VIII. BONDING

Company shall furnish a Payment and Performance Bond for bids in excess of \$50,000, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a corporate surety authorized to do business in the State of Texas and acceptable to the County. **The Payment and Performance Bond shall be based on Award amount. The bond premium shall be paid upon submission of a receipt to the County for execution of a change order to the contract. No bonding premiums shall be included in the bid.** A cash security such as a cashier's check or irrevocable letter of credit issued by a bank satisfactory to the City for 100% of the contract amount may be supplied in lieu of the Payment and Performance Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due under the Contract.

IX. WARRANTY

Neither the final payment nor any provision in this contract shall relieve Company of responsibility for faulty materials or workmanship, and Company shall remedy any defects due

thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. County shall give notice of observed defects with reasonable promptness.

X. INDEMNITY

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND COUNTY AND ALL OF COUNTY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST COUNTY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND COUNTY AND ALL OF COUNTY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COUNTY, COUNTY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY

WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST COUNTY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE COUNTY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN COUNTY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS COUNTY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST COUNTY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

XI. ADDITIONAL REQUIREMENTS

11.1 Wage Scale: Company agrees to pay all workers in Company's employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area. If Company's work is in the furtherance of a federal-funded project, then the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

11.2 Compliance: Company agrees that it shall comply with Texas Government Code

Section 2252.908, *et seq.*, as amended (disclosure of interested parties). Company agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended (conflict of interest questionnaire). To the extent that Tex. Gov't Code section 2270.002 applies to this Contract, Company hereby verifies that Company does not boycott Israel and will not boycott Israel during the term of this Contract. If Tex. Gov't Code section 2270.002 does not apply to this Contract, such verification is not required, and Company shall be deemed to have not made such verification.

11.3 Records Retention and Production of Information: To the extent that the work contemplated hereunder is funded by a federal or state grant program, Company shall preserve all records related to the work as prescribed by the funding grant and promptly provide them upon request. To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Company shall (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the County for the duration of the contract, (2) promptly provide to the County any contracting information related to the Contract that is in the custody or possession of Company on request of the County, and (3) on completion of the Contract, either (i) provide at no cost to the County all contracting information related to the Contract that is in the custody or possession of Company, or (ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to County.

11.4 Public Information: To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Company agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

11.5 Prompt Pay Act: - County and Company agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

11.6 No Third Party Beneficiary: The County's approval of this Contract does not create a third party beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights

hereunder.

11.7 Assignment: Company shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein (including to subcontractors and suppliers), without the prior written consent of the County. The issue on whether or not to grant consent to an assignment is in the sole discretion of the County.

11.8 Governmental Immunity: By executing this contract the County is not waiving its right of governmental immunity. The County is retaining its immunity from suit. NO WAIVER OF GOVERNMENTAL IMMUNITY.

11.9 RELEASE: NOTWITHSTANDING ANY OTHER PROVISIONS, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES COUNTY, COUNTY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR COUNTY'S NEGLIGENCE.

11.10 Notice of Alleged Breach; Statutory Prerequisites: As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, Company or its legal representative, shall give the County Engineer, or any other reasonable official of the County, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Contract) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Company will settle, the physical and mailing addresses of Company at the time and date the claim was presented and the physical and mailing addresses of Company for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Company relies to establish its claim; and a failure to so notify the County Engineer within the time and manner provided herein shall exonerate, excuse and except County from any liability whatsoever. The County is under no obligation to provide notice to Company that Company's notice is insufficient. The County reserves the right to request reasonable additional information regarding

the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice. The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Company's failure to comply with the requirements herein shall perpetually bar Company's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if County has actual or constructive notice or knowledge of said claim or alleged damages. Company agrees that the requirements of this entire Contract are reasonable.

11.11 Termination at Will: The County may terminate this Contract at will for no or any reason upon giving at least thirty (30) days written notice to Company. The parties to this Contract understand and agree that it is in County's sole discretion to cancel the Contract during the term of the Contract without penalty to County. Company has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

11.12 Governing Law and Venue: This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Contract, without regard to conflict on laws and rules that would direct application of the laws of another jurisdiction.

11.13 Survival: Notwithstanding termination or cancellation of this Agreement, all express representations, indemnifications or limitations of liability, warranty, insurance, records retentions policies and other provisions which by their nature would reasonably survive the terms herein, shall survive completion or termination of this Agreement.

XII. ATTORNEY FEES

BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST COUNTY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN COUNTY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

COMPANY AND COUNTY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE COUNTY OF MIDLAND, TEXAS

By: _____

Name: _____

Title: _____

COMPANY:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this ___ day of _____, 2024, personally appeared, _____, an officer of _____, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of _____, 2024.

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this ___ day of _____, 2024, personally appeared, _____, an officer of _____, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ___ day of _____, 2024.

Notary Public, State of Texas

Exhibit A

Scope of Work, Specifications, Bid or Cost Summary

I. PROJECT DESCRIPTION:

A. Scope of Project

Project Summary: The project includes construction of an approximately 1.6-mile two-lane undivided asphalt extension of Occidental Parkway between the existing terminus at Carriage Road and Elkins Road. The project includes but is not limited to the construction of the roadway and incidental site grading, vegetation establishment, fencing, utility protection measures, traffic handling, storm water pollution prevention plan elements, pavement markings, signage, and drainage facilities.

B. Project Specifications

General

The work, as proposed, is to be complete and fully acceptable to Midland County. The only compensation will be from the unit-priced items listed in the pricing sheet. The CONTRACTOR shall verify all quantities and resolve any disputed quantities before signing the contract. After signing the contract, payment quantities will only be revised by approved change order or revisions to the plans. All work not specifically called for but required to complete the work in accordance with Midland County requirements, should be considered incidental to the various payment items. CONTRACTOR shall be responsible for erosion and sediment control of on-site materials during construction. The controls shown on the plans are considered minimum requirements. Each contractor will be responsible for the maintenance of these control measures, as well as installation of special control measures, and temporary seeding and mulching needed to facilitate the progress of the work while the site is under their control. Said work shall be considered incidental to their respective construction unless specific pay items are listed below. Contractors shall notify the engineer immediately if the controls are not functioning properly and sediment is leaving the site.

The CONTRACTOR shall also be responsible for removal of all temporary erosion and sediment control devices upon completion of the project.

The Project specifications include the City of Midland Standard Specifications and TxDOT specifications, with exceptions as noted. Any reference to the “City” or “City of Midland” or TxDOT within the specifications shall be substituted with the “County” and “Midland County”.

Please see the link below for the City of Midland and TxDOT specifications:
<https://www.midlandtexas.gov/DocumentCenter/View/344/Standard-Specifications>
[Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges \(txdot.gov\)](https://www.txdot.gov/Standard-Specifications-for-Construction-and-Maintenance-of-Highways-Streets-and-Bridges)

II. PROJECT SPECIFICATIONS:

ITEM NO. 1 – Preparing ROW

The provisions of City of Midland “Preparation of Right of Way” shall apply except as modified or clarified below:

- A. All removed material shall become the property of the contractor. The contractor shall be responsible for disposing of said material, off site, in a safe and lawful manner.
- B. Removal of miscellaneous gravel pavement, concrete, wood, metal, other structures and/or trash not specifically identified for removal on the demolition plans or scheduled for payment in the proposal shall be considered incidental to this bid item and shall not be a basis for additional payment.
- C. All culverts within the project limits shall be cleaned prior to final project acceptance. The cost for this work shall be considered incidental to this bid item.
- D. Measurement for this bid item shall be per station.
- E. Payment for this bid item shall be paid for at the unit price bid for “Preparing ROW”.

ITEM NO. 2 – Excavation

The provisions of City of Midland “Excavation, Embankment, and Preparation of Subgrade” shall apply except as modified or clarified below:

- A. No extra payment shall be made for the excavation beyond the lines and grades shown on the plans unless the lines and grades are changed by the Engineer.
- B. The Contractor shall be satisfied as to the scope and quantity of work relating to earthwork involved prior to submitting the bid.
- C. Calculation of quantities was made by a triangulated irregular network (tin) to tin comparison between the existing surface generated from topographic survey conducted by the Engineer between March and April of 2022 and the proposed surface with appropriate adjustments for variance resulting from hardscape improvements only. No adjustment factors for expansion/contraction were considered and the quantities associated with this item shall be considered a plans quantity. Payment shall be only for the lines and grades shown on the plans and there will be no pay for any excavation the Contractor conducts outside the lines and grades shown on the plans. Additional excavation or fill that the Contractor deems necessary to complete the project is subsidiary to the work.
- D. “Excavation” shall be considered unclassified excavation. It shall be understood that no geotechnical boring information was obtained and any other information contained in the plans regarding the subsurface conditions are for contractor information only and all excavation shall be in accordance with the lines, grades, and typical sections as shown on the plans without regard to materials encountered which includes but is not limited to rock, trash, and/or debris.
- E. Excess material suitable for use as fill material or topsoil shall be placed within the areas where fill material is required for this project. On-site material is suitable for use on the project provided it is free roots, rocks, and debris. Surplus material and material unsuitable for use as fill shall be disposed off-site by the Contractor incidental to this

- bid item.
- F. The Contractor shall submit a Stockpile Plan that designates locations for temporary storage of excavated and fill material. This plan is subject to approval of the County. If stockpile(s) are located on private property, the Contractor must supply the County with a written letter of permission from the property owner to include the final state of the land to be used.
 - G. Any dewatering, ground or surface water management measures necessary for excavation activities to construct the lines and grades shown in the plans shall be considered incidental to these various bid items.
 - H. Measurement for this bid item shall be per cubic yard.
 - I. Payment for this bid item shall be paid for at the unit price bid for “Excavation”.

ITEM NO. 3 – Embankment

The provisions of City of Midland “Excavation, Embankment, and Preparation of Subgrade” shall apply except as modified or clarified below:

- A. No extra payment shall be made for embankment beyond the lines and grades shown on the plans unless the lines and grades are changed by the Engineer.
- B. The Contractor shall be satisfied as to the scope and quantity of work relating to earthwork involved prior to submitting the bid.
- C. Calculation of quantities was made by a triangulated irregular network (tin) to tin comparison between the existing surface generated from topographic survey conducted by the Engineer between March and April of 2022 and the proposed surface with appropriate adjustments for variance resulting from hardscape improvements only. No adjustment factors for expansion/contraction were considered and the quantities associated with this item shall be considered a plans quantity. Payment shall be only for the lines and grades shown on the plans and there will be no pay for any excavation the Contractor conducts outside the lines and grades shown on the plans. Additional excavation or fill that the Contractor deems necessary to complete the project is subsidiary to the work.
- D. Excess material suitable for use as fill material or topsoil shall be placed within the areas where fill material is required for this project. On-site material is suitable for use on the project provided it is free roots, rocks, and debris. Surplus material and material unsuitable for use as fill shall be disposed off-site by the Contractor.
- E. The Contractor shall submit a Stockpile Plan that designates locations for temporary storage of excavated and fill material. This plan is subject to approval of the County. If stockpile(s) are located on private property, the Contractor must supply the County with a written letter of permission from the property owner to include the final state of the land to be used.
- F. Measurement for this bid item shall be per cubic yard.
- G. Payment for this bid item shall be paid for at the unit price bid for “Embankment”.

ITEM NO. 4 – Removing Stab Base and Asph Pave (12”-18”)

The provisions of City of Midland “Preparing Right of Way” shall apply except as modified or clarified below:

- A. All removed material shall become the property of the contractor. The contractor shall be responsible for disposing of said material, off site, in a safe and lawful manner.
- B. The Contractor shall submit a Stockpile Plan that designates locations for temporary storage of removed concrete. This plan is subject to approval of the City. If stockpile(s) are located on private property, the Contractor must supply the City with a written letter of permission from the property owner to include the final state of the land to be used.
- C. Asphalt and stabilized base depths are for contractor information only. Depths are based upon Lonestar Trails Phase 5 plans dated March 25, 2020.
- D. Measurement for this bid item shall be per square yard.
- E. Payment for this bid item shall be paid for at the unit price bid for “Removing Stab Base and Asph Pave (12”-18”)”.

ITEM NO. 5 – Removing Treated Base (8”)

The provisions of City of Midland “Preparing Right of Way” shall apply except as modified or clarified below:

- A. For the purposes of the plans this material is labeled as “gravel”.
- B. The Contractor shall submit a Stockpile Plan that designates locations for temporary storage of removed concrete. This plan is subject to approval of the City. If stockpile(s) are located on private property, the Contractor must supply the City with a written letter of permission from the property owner to include the final state of the land to be used.
- C. All removed material shall become the property of the contractor. The contractor shall be responsible for disposing of said material, off site, in a safe and lawful manner.
- D. Measurement for this bid item shall be per square yard.
- E. Payment for this bid item shall be paid for at the unit price bid for “Removing Treated Base (8”)”.

ITEM NOS. 6 & 7 – Caliche Flexible Base

The provisions of City of Midland “Flexible Base, Caliche” shall apply except as modified or clarified below:

- A. Payment shall be only for the lines and grades shown on the typical sections and there will be no pay for any flex base the Contractor places outside the lines and grades shown on the plans. Additional flex base that the Contractor deems necessary to complete the project is subsidiary to the work.
- B. Gravel driveways shown in the plans are to be 8-Inch Thick Caliche Flexible Base.
- C. Measurement for this bid item shall be per square yard.
- D. Payment for this bid item shall be paid for at the unit price bid for “12-Inch Thick

Caliche Flexible Base” and “8-Inch Thick Caliche Flexible Base”.

ITEM NO. 8 – 8-Inch Prepared Subgrade

The provisions of City of Midland “Excavation, Embankment, and Preparation of Subgrade” shall apply except as modified or clarified below:

- A. Reworked base material may only be utilized for subgrade if it meets the requirements of the specifications listed above. Any material not conforming to these standards shall be removed and replaced with select fill material meeting the requirements of the aforementioned specifications. Remediation of non-conforming subgrade material shall be considered incidental to this bid item.
- B. Proof rolling shall be required for all areas at a cost incidental to this bid item.
- C. Measurement for this bid item shall be per square yard.
- D. Payment for this bid item shall be paid for at the unit price bid for “8-Inch Prepared Subgrade”

ITEM NO. 9 – Prime Coat (MC-30)

The provisions of City of Midland “Bituminous Prime” shall apply except as modified or clarified below:

- A. An application rate of 0.1 gallons per square yard has been utilized for the purposes of this project. Meeting this application rate shall be part of the contractors means and methods. Application rates in excess of this utilized rate shall not be a basis for additional compensation.
- B. Measurement for this bid item shall be per gallon.
- C. Payment for this bid item shall be paid for at the unit price bid for “Prime Coat (MC-30)”.

ITEM NO. 10 – Type C HMAC

The provisions of City of Midland “Hot Mix Asphalt Concrete” shall apply except as modified or clarified below:

- A. A minimum of two sets of cores per day or per 400 tons, whichever is greater, will be taken to determine thickness and density of HMAC surfaces.
- B. Cores will be taken in pairs and average to determine the percent air voids based on the theoretical maximum gravity. Results shall be returned to the Engineer within 24 hours, and before covering any subsequent lifts.
- C. Inform the Engineer of job mix formula changes as they occur.
- D. For the purposes of this project a density of 145 pounds per cubic foot was utilized for quantity determinations.
- E. Measurement for this bid item shall be per ton.
- F. Payment for this bid item shall be paid for at the unit price bid for “Type C HMAC”.

ITEM NO. 11 – 6-Inch Fiber Reinforced Concrete Pavement

The provisions of TxDOT Item 360 – “Concrete” shall apply except as modified or clarified below:

- A. Concrete pavement shall be constructed in accordance with the Midland standard details for concrete pavement.
- B. Fiber reinforcement shall conform the requirements contained in the City of Midland “Concrete” specifications.
- C. Measurement for this bid item shall be per square yard.
- D. Payment for this bid item shall be paid for at the unit price bid for “6” Fiber Reinforced Concrete Pavement”.

ITEM NO. 12 – Concrete Header

The provisions of TxDOT Item 360 – “Concrete” shall apply except as modified or clarified below:

- A. Concrete headers shall be installed at rigid to flexible pavement connections subsidiary to this bid item.
- B. Concrete headers shall be installed in accordance with the standard details contained in the plans.
- C. Measurement for this bid item shall be per linear foot.
- D. Payment for this bid item shall be paid for at the unit price bid for “Concrete Header”.

ITEM NO. 13 – Riprap (Mow Strip) (4 In)

The provisions of TxDOT Item 432 – “Riprap” shall apply except as modified or clarified below:

- A. Measurement for this bid item shall be per cubic yard.
- B. Payment for this bid item shall be paid for at the unit price bid for “Riprap (Mow Strip) (4 In)”.

ITEM NO. 14 – Remove Str (Small Fence)

The provisions of TxDOT Item 496 – “Removing Structures” shall apply except as modified or clarified below:

- A. All removed material shall become the property of the contractor. The contractor shall be responsible for disposing of said material, off site, in a safe and lawful manner.
- B. Contractor shall be required to provide temporary security fencing for all properties prior to removing fences unless otherwise directed by the respective owner. Cost for the installation and maintenance of said fencing shall be considered incidental to this bid item until the permanent fencing is fully constructed.
- C. The Contractor shall notify the property owner at least 72 hours in advance of fence removal. The bid quantity was established for bidding purposes only. Exact locations for fence removal and replacement shall be determined in the field by City Inspectors during construction. No fences shall be removed without express approval from City

- Inspectors and proper notification of property owner. Quantities for payment will be based on the length of fence removal actually performed.
- D. Measurement for this bid item shall be per linear foot.
 - E. Payment for this bid item shall be paid for at the unit price bid for “Remove Str (Small Fence)”.

ITEM NO. 15 – Mobilization

The provisions of TxDOT Item 500 – “Mobilization” shall apply except as modified or clarified below:

- A. The lump sum price bid shall be full compensation for all costs associated with mobilization and demobilization, complete in place and paid 50% for mobilization and 50% for demobilization. This item shall be the total compensation for furnishing material, total, labor, equipment, and incidentals necessary for complete and operable systems.
- B. Locating and marking all utilities, both franchise and public, in the field prior to the start of construction shall be considered incidental to this bid item.
- C. Measurement for this bid item shall be lump sum.
- D. Payment for this bid item shall be paid for at the unit price bid for “Mobilization”.

ITEM NO. 16 – Barricades, Signs, and Traffic Handling

The provisions of TxDOT Item 502 – “Barricades, Signs, and Traffic Handling” shall apply except as modified or clarified below:

- A. All permanent signage and striping shall be installed upon completion of each major phase and prior to beginning work on subsequent phases. If contractor elects to install all striping and signage improvements at the end of the project, then temporary signage and markings shall be provided in accordance with MUTCD at their own expense.
- B. Traffic control devices shown on the plans are to be considered an established minimum. Contractor shall be responsible for providing additional traffic control devices in accordance with the TXMUTCD in order to provide for the safe passage of vehicular and pedestrian traffic around construction activities.
- C. Barricades around the Oncor transmission poles are included in this bid item and no separate pay shall be considered.
- D. Contractor shall submit a traffic control plan to the County prior to beginning work.
- E. The contractor shall ensure that access to private residences is maintained along the corridor unless a detour plan is contained in the plans.
- F. Temporary flex base, whether shown on the traffic control plans or not, required for the safe movement of traffic through the corridor during construction operations shall be considered incidental to this bid item.
- G. ANY CHANGES TO THE PROPOSED TCP MUST BE APPROVED BY THE ENGINEER.
- H. This item shall cover barricades, signs, and traffic handling for the entire duration of the project.

- I. Measurement for this bid item shall be lump sum.
- J. Payment for this bid item shall be paid for at the unit price bid for “Barricades, Signs, and Traffic Handling”.

ITEM NO. 17 – Storm Water Pollution Prevention Plan

The provisions of TxDOT Item 506 – “Temporary Erosion, Sedimentation, and Environmental Controls” shall apply except as modified or clarified below:

- A. The contractor shall be responsible for preparing, implementing, and maintaining a project Storm Water Pollution Prevention Plan (SWPPP) in accordance with the TCEQ Texas Pollutant Discharge Elimination System (TPDES) Permit No. TXR150000. A copy of the SWPPP will be provided to the County and Engineer one (1) week prior to the start of construction. A copy of the SWPPP will be kept on site. The “Construction Site Notice” shall be posted on a sign at the construction site. The construction activities for this project are greater than 5 acres. Therefore, the Contractor shall follow the Construction Activities Permit (TXR150000) for “Large Construction Activities”. Additional information regarding the TCEQ storm water permit program may be found at the internet at:
https://www.tceq.texas.gov/permitting/stormwater/construction/TXR15_5_plus_steps.html
- B. A Notice of Intent (NOI) and Notice of Termination (NOT) are required.
- C. This pay item is intended to include all materials, labor, and maintenance necessary to prepare, complete and file with the Texas Commission for Environmental Quality (TCEQ) a Storm Water Pollution Prevention Plan (SWPPP), inspect the project in accordance with the SWPPP and TCEQ General Permit and maintain the SWPPP document and stabilization measures current during the construction until the site is stabilized, and the project accepted.
- D. No work shall be allowed to commence until the storm water pollution prevention plan has been approved by the County.
- E. Contractor shall conform activities to the SWPPP and to the approved erosion control plan included in the plans, including installing and maintaining pollution controls, conducting and documenting inspections, sprinkling for dust control, maintaining spill response equipment on site, and "good housekeeping". Pollution controls include silt fences (or erosion control mats), stabilized construction entrance, establishing grass, sprinkling for dust control.
- F. Contractor shall be solely responsible for any and all damage which might be occasioned by the Contractor’s failure to follow the SWPPP and “good housekeeping” practices.
- G. The quantities and configurations contained within the plans for temporary erosion control devices are a minimum and for contractor information only. Temporary erosion control devices shown in the plans include but are not limited to silt fence, rock check dams, and erosion control logs.
- H. Measurement for this bid item shall be lump sum.
- I. Payment for this bid item shall be paid for at the unit price bid for “Storm Water

Pollution Prevention Plan”.

ITEM NO. 18 – Rock Filter Dams (Install) (Ty 2)

The provisions of TxDOT Item 506 – “Temporary Erosion, Sedimentation, and Environmental Controls” apply except as modified or clarified below:

- A. Rock filter dams shall be installed in accordance with the Midland Standard Details contained in the plans.
- B. Measurement for this bid item shall be per linear foot.
- C. Payment for this bid item shall be paid for at the unit price bid for “Rock Filter Dams (Install) (Ty 2)”.

ITEM NO. 19 – Rock Filter Dams (Remove)

The provisions of TxDOT Item 506 – “Temporary Erosion, Sedimentation, and Environmental Controls” apply except as modified or clarified below:

- A. Measurement for this bid item shall be per linear foot.
- B. Payment for this bid item shall be paid for at the unit price bid for “Rock Filter Dams (Remove)”.

ITEM NO. 20 – Biodeg Erosn Cont Log (Install) (8”)

The provisions of TxDOT Item 506 – “Temporary Erosion, Sedimentation, and Environmental Controls” apply except as modified or clarified below:

- A. Erosion control logs shall be installed in accordance with the Midland Standard Details contained in the plans.
- B. Measurement for this bid item shall be per linear foot.
- C. Payment for this bid item shall be paid for at the unit price bid for “Biodeg Erosn Cont Log (Install)”.

ITEM NO. 21 – Biodeg Erosn Cont Log (Remove)

The provisions of TxDOT Item 506 – “Temporary Erosion, Sedimentation, and Environmental Controls” apply except as modified or clarified below:

- A. Measurement for this bid item shall be per linear foot.
- B. Payment for this bid item shall be paid for at the unit price bid for “Biodeg Erosn Cont Log (Remove)”.

ITEM NO. 22 – Temp Sedmt Cont Fence (Install)

The provisions of TxDOT Item 506 – “Temporary Erosion, Sedimentation, and Environmental Controls” apply except as modified or clarified below:

- A. Silt fence shall be installed in accordance with the Midland Standard Details contained in the plans.
- B. Measurement for this bid item shall be per linear foot.

- C. Payment for this bid item shall be paid for at the unit price bid for “Temp Sedmt Cont Fence (Install)”.

ITEM NO. 23 – Temp Sedmt Cont Fence (Remove)

The provisions of TxDOT Item 506 – “Temporary Erosion, Sedimentation, and Environmental Controls” apply except as modified or clarified below:

- A. Measurement for this bid item shall be per linear foot.
- B. Payment for this bid item shall be paid for at the unit price bid for “Temp Sedmt Cont Fence (Remove)”.

ITEM NO. 24 – Conc Curb and Gutter

The provisions of City of Midland “Concrete Curb and Gutter” shall apply except as modified or clarified below:

- A. The cost of all expansion, construction and dummy joints shall be subsidiary to this item.
- B. Measurement for this bid item shall be per linear foot.
- C. Payment for this bid item shall be paid for at the unit price bid for “Conc Curb and Gutter”.

ITEM NO. 25 – MTL-W-Beam GD FEN (TIM Post)

The provisions of TxDOT Item 540 – “Metal Beam Guard Fence” shall apply except as modified or clarified below:

- A. Measurement for this bid item shall be per linear foot.
- B. Payment for this bid item shall be paid for at the unit price bid for “MTL-W-Beam GD FEN (TIM Post)”.

ITEM NO. 26 – MTL-W-Beam GD FEN (Low Fill Culvert)

The provisions of TxDOT Item 540 – “Metal Beam Guard Fence” shall apply except as modified or clarified below:

- A. Measurement for this bid item shall be per linear foot.
- B. Payment for this bid item shall be paid for at the unit price bid for “MTL-W-Beam GD FEN (Low Fill Culvert)”.

ITEM NO. 27 – Downstream Anchor Terminal

The provisions of TxDOT Item 540 – “Metal Beam Guard Fence” shall apply except as modified or clarified below:

- A. Measurement for this bid item shall be per each.
- B. Payment for this bid item shall be paid for at the unit price bid for “Downstream Anchor Terminal”.

ITEM NO. 28 – MTL BM GD FEN (Long Span System)

The provisions of TxDOT Item 540 – “Metal Beam Guard Fence” shall apply except as modified or clarified below:

- A. Measurement for this bid item shall be per each.
- B. Payment for this bid item shall be paid for at the unit price bid for “MTL BM GD FEN (Long Span System)”.

ITEM NO. 29 – Guardrail End Treatment (Install)

The provisions of TxDOT Item 544 – “Guardrail End Treatments” shall apply except as modified or clarified below:

- A. Measurement for this bid item shall be per each.
- B. Payment for this bid item shall be paid for at the unit price bid for “Guardrail End Treatment (Install)”.

ITEM NO. 30 – Install New Wire Fence (Ty C)

The provisions of TxDOT Item 552 – “Chain Link Fence” shall apply except as modified or clarified below:

- A. Measurement for this bid item shall be per linear foot.
- B. Payment for this bid item shall be paid for at the unit price bid for “Install New Wire Fence (Ty C)”.

ITEM NO. 31 – Aluminum Signs (Ty A)

The provisions of TxDOT Item 636 – “Signs” shall apply except as modified or clarified below:

- A. Measurement for this bid item shall be per square foot.
- B. Payment for this bid item shall be paid for at the unit price bid for “Aluminum Signs (TY A)”.

ITEM NO. 32 – In Sm Rd Sn Sup&Am Ty 10BWG(1)SA(P)

The provisions of TxDOT Item 644 – “Small Roadside Sign Assemblies” shall apply except as modified or clarified below:

- A. Measurement for this bid item shall be per each.
- B. Payment for this bid item shall be paid for at the unit price bid for “In Sm Rd Sn Sup&Am Ty 10BWG(1)SA(P)”.

ITEM NO. 33 – Remove Sm Rd Sn Sup&Am

The provisions of TxDOT Item 644 – “Small Roadside Sign Assemblies” shall apply except as modified or clarified below:

- A. Contractor shall salvage sign blades from removed signs for installation on related sign poles. Damaged sign blades shall be replaced at contractor’s expense.

- B. Measurement for this bid item shall be per each.
- C. Payment for this bid item shall be paid for at the unit price bid for “Remove Sm Rd Sn Sup&Am”.

ITEM NO. 34 – Instl Om Assm (OM-3)(Twt)(Was)(R)

The provisions of TxDOT Item 644 – “Small Roadside Sign Assemblies” shall apply except as modified or clarified below:

- A. Measurement for this bid item shall be per each.
- B. Payment for this bid item shall be paid for at the unit price bid for “Instl Om Assm (OM-3)(Twt)(Was)(R)”.

ITEM NO. 35 – Refl Prof Pav Mrk Ty I (W) 4" (Sld) (090Mil)

The provisions of TxDOT Item 666 – “Retroreflectorized Pavement Markings” shall apply except as modified or clarified below:

- A. Pavement marking sealers shall be considered incidental to this bid item and shall not be a basis for additional payment.
- B. Measurement for this bid item shall be per linear foot.
- C. Payment for this bid item shall be paid for at the unit price bid for “Refl Prof Pav Mrk Ty I (W) 4" (Sld) (090 Mil)”.

ITEM NO. 36 – Refl Pav Mrk Ty I (W) 24" (Sld) (090Mil)

The provisions of TxDOT Item 666 – “Retroreflectorized Pavement Markings” shall apply except as modified or clarified below:

- A. Pavement marking sealers shall be considered incidental to this bid item and shall not be a basis for additional payment.
- B. Measurement for this bid item shall be per linear foot.
- C. Payment for this bid item shall be paid for at the unit price bid for “Refl Pav Mrk Ty I (W) 24" (Sld) (090Mil)”.

ITEM NO. 37 – Refl Prof Pav Mrk Ty I (Y) 4" (Sld) (090Mil)

The provisions of TxDOT Item 666 – “Retroreflectorized Pavement Markings” shall apply except as modified or clarified below:

- A. Pavement marking sealers shall be considered incidental to this bid item and shall not be a basis for additional payment.
- B. Measurement for this bid item shall be per linear foot.
- C. Payment for this bid item shall be paid for at the unit price bid for “Refl Prof Pav Mrk Ty I (y) 4" (Sld) (090Mil)”.

ITEM NO. 38 – Refl Pav Mrkr TY II-AA

The provisions of TxDOT Item 672 – “Raised Pavement Markers” shall apply except as modified or clarified below:

- A. Measurement for this bid item shall be per each.
- B. Payment for this bid item shall be paid for at the unit price bid for “Refl Pav Mrkr Ty II- AA”.

ITEM NO. 39 – Pav Surf Prep For Mark (4”)

The provisions of TxDOT Item 678 – “Pavement Surface Preparation for Markings” shall apply except as modified or clarified below:

- A. Measurement for this bid item shall be per linear foot.
- B. Payment for this bid item shall be paid for at the unit price bid for “Pav Surf Prep For Mark (4”)”.

ITEM NO. 40 – Pav Surf Prep For Mark (24”)

The provisions of TxDOT Item 678 – “Pavement Surface Preparation for Markings” shall apply except as modified or clarified below:

- A. Measurement for this bid item shall be per linear foot.
- B. Payment for this bid item shall be paid for at the unit price bid for “Pav Surf Prep For Mark (24”)”.

ITEM NO. 41 – Water Valve Adjustment to Grade

The provisions of City of Midland “Valves and Valve Boxes” and “Setting Valves, Valve Boxes, Fire Hydrants and Fittings” shall apply except as modified or clarified below:

- A. This item shall govern for adjusting existing gate valves such that cover of the valve box is 2-inches above proposed grade. Adjustment of riser, concrete collar, and extension, if needed, shall be considered incidental to this bid item.
- B. Measurement for this bid item shall be per each.
- C. Payment for this bid item shall be paid for at the unit price bid for “Water Valve Adjustment to Grade”

ITEM NO. 42 – Concrete Cap Protection

The provisions of City of Midland “Concrete Riprap” shall apply except as modified or clarified below:

- A. Caps shall be constructed in accordance with the details contained in the plans.
- B. All concrete for caps shall be 4,000 PSI minimum.
- C. Contractor shall be responsible for locating all utilities on site prior to construction. Any damage to gas and/or petroleum transport utilities occasioned by construction activities shall be repaired at the Contractors expense and the City, County, nor Engineer shall be responsible for any damages material or loss of use resulting from

damaged facilities.

- D. Measurement for this bid item shall be per square yard.
- E. Payment for this bid item shall be paid for at the unit price bid for “Concrete Cap Protection”

ITEM NO. 43 – Concrete Flume

The provisions of City of Midland Item “Concrete Riprap” shall apply except as modified or clarified below:

- A. Flumes shall be constructed in accordance with the details contained in the plans.
- B. Surfaces adjacent to flume shall be graded to provided positive drainage.
- C. Measurement for this bid item shall be per each.
- D. Payment for this bid item shall be paid for at the unit price bid for “Concrete Flume”

ITEM NO. 44 – Riprap (Stone Protection) (12 In)

The provisions of TxDOT Item 432 – “Riprap” shall apply except as modified or clarified below:

- A. Area of placement shall be over excavated at a cost incidental to this bid item so that the average top of riprap, after placement and settlement, is at the lines and grades how in the plans. In no circumstance shall the placement of the riprap result in ponding at the interface of the adjacent grades or outfall structures.
- B. Geotextile filter fabric and bedding material meeting the requirements of TxDOT 432 shall be placed below the stone riprap at a cost incidental to this bid item.
- C. Measurement for this bid item shall be per cubic yard.
- D. Payment for this bid item shall be paid for at the unit price bid for “Riprap (Stone Protection)(12 In)”.

ITEM NO. 45 – Conc Box Culv (5 Ft x 2 Ft)

The provisions of TxDOT Item 462 – “Concrete Box Culverts and Drains” shall apply except as modified or clarified below:

- A. Trench excavation protection, if required, shall be considered incidental to this bid item.
- B. Measurement for this bid item shall be per linear foot.
- C. Payment for this bid item shall be paid for at the unit price bid for “Conc Box Culv (5 Ft x 2 Ft)”.

ITEM NO. 46 – Conc Box Culv (6 Ft x 2 Ft)

The provisions of TxDOT Item 462 – “Concrete Box Culverts and Drains” shall apply except as modified or clarified below:

- A. Trench excavation protection, if required, shall be considered incidental to this bid item.

- B. Measurement for this bid item shall be per linear foot.
- C. Payment for this bid item shall be paid for at the unit price bid for “Conc Box Culv (6 Ft x 2 Ft)”.

ITEM NO. 47 – Wingwall (Pw-1) (Hw=4 Ft)

The provisions of TxDOT Item 466 – “Headwalls and Wingwalls” shall apply except as modified or clarified below:

- A. Measurement for this bid item shall be per each.
- B. Payment for this bid item shall be paid for at the unit price bid for “Wingwall (Pw-1) (Hw=4 Ft)”.

ITEM NO. 48 – SET (Pipe Runner Assembly)

The provisions of TxDOT Item 467 – “Safety End Treatment” shall apply except as modified or clarified below:

- A. Measurement for this bid item shall be per each.
- B. Payment for this bid item shall be paid for at the unit price bid for “Pipe Runner Assembly”.

ITEM NO. 49 – SET (Ty I) (S=5 Ft) (Hw=3 Ft) (2:1) (C)

The provisions of TxDOT Item 467 – “Safety End Treatment” shall apply except as modified or clarified below:

- A. Measurement for this bid item shall be per each.
- B. Payment for this bid item shall be paid for at the unit price bid for “SET (Ty I) (S=5 Ft) (Hw=3 Ft) (2:1) (C)”.

ITEM NO. 50 – SET (Ty I) (S=5 Ft) (Hw=4 Ft) (2:1) (C)

The provisions of TxDOT Item 467 – “Safety End Treatment” shall apply except as modified or clarified below:

- A. Measurement for this bid item shall be per each.
- B. Payment for this bid item shall be paid for at the unit price bid for “SET (Ty I) (S=5 Ft) (Hw=4 Ft) (2:1) (C)”.

ITEM NO. 51 – SET (Ty I) (S=5 Ft) (Hw=3 Ft) (3:1) (C)

The provisions of TxDOT Item 467 – “Safety End Treatment” shall apply except as modified or clarified below:

- A. Measurement for this bid item shall be per each.
- B. Payment for this bid item shall be paid for at the unit price bid for “SET (Ty I) (S=5 Ft) (Hw=3 Ft) (3:1) (C)”.

ITEM NO. 52 – SET (Ty I) (S=5 Ft) (Hw=4 Ft) (3:1) (C)

The provisions of TxDOT Item 467 – “Safety End Treatment” shall apply except as modified or clarified below:

- A. Measurement for this bid item shall be per each.
- B. Payment for this bid item shall be paid for at the unit price bid for “SET (Ty I) (S=5 Ft) (Hw=4 Ft) (3:1) (C)”.

ITEM NO. 53 – SET (Ty I) (S=5 Ft) (Hw=3 Ft) (4:1) (C)

The provisions of TxDOT Item 467 – “Safety End Treatment” shall apply except as modified or clarified below:

- A. Measurement for this bid item shall be per each.
- B. Payment for this bid item shall be paid for at the unit price bid for “SET (Ty I) (S=5 Ft) (Hw=3 Ft) (4:1) (C)”.

ITEM NO. 54 – SET (Ty I) (S=5 Ft) (Hw=4 Ft) (4:1) (C)

The provisions of TxDOT Item 467 – “Safety End Treatment” shall apply except as modified or clarified below:

- A. Measurement for this bid item shall be per each.
- B. Payment for this bid item shall be paid for at the unit price bid for “SET (Ty I) (S=5 Ft) (Hw=4 Ft) (4:1) (C)”.

ITEM NO. 55 – SET (Ty I) (S=6 Ft) (Hw=3 Ft) (2:1) (C)

The provisions of TxDOT Item 467 – “Safety End Treatment” shall apply except as modified or clarified below:

- A. Measurement for this bid item shall be per each.
- B. Payment for this bid item shall be paid for at the unit price bid for “SET (Ty I) (S=6 Ft) (Hw=3 Ft) (2:1) (C)”.

ITEM NOS. 56 & 57 – Abandoned Gas Line Removal

- A. The purpose of this bid item is to establish a unit price for the removal of 3” and 4” West Texas Gas (G7 gas lines in plans) lines if encountered throughout the execution of the work. Only upon verification of conflicts with these lines and an approved change order shall this work be executable and payable. Any removals conducted without an approved change order shall be at the Contractors expense and no additional compensation shall be granted.
- B. Gas lines are anticipated to be located within the work area between approximately station 50+00 to Elkins Road.
- C. Per discussions and field meetings on May 10th West Texas Gas indicated that the lines in question are abandoned. As part of this work, if necessitated, the Contractor shall be required to coordinate with West Texas Gas representative Travis Placke, 469-540-3304, tplacke@wtggas.com, prior to removal of any lines. Unless otherwise

indicated by West Texas Gas at the time of removal the removed material shall become the property of the Contractor and shall be disposed of in a legal manner at a cost incidental to this bid item.

- D. Any capping at removal limits shall be the responsibility of the Contractor and shall not be a basis for additional compensation.
- E. Measurement for this bid item shall be per linear foot.
- F. Payment for this bid item shall be paid for at the unit price bid for “Abandoned Gas Line Removal 3” (In ROW)” & “Abandoned Gas Line Removal 4” (In ROW)”

**Occidental Parkway from Carriage Road to Elkins Road
PRICING SHEET**

ITEM NO	SPEC	SPEC NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	BID
SECTION I - PAVING & GENERAL							
1	COM	PREP ROW	PREPARING ROW	STA	90	\$ _____	\$ _____
2	COM	SUBGRADE	EXCAVATION	CY	23,190	\$ _____	\$ _____
3	COM	SUBGRADE	EMBANKMENT	CY	10,147	\$ _____	\$ _____
4	COM	PREP ROW	REMOVING STAB BASE AND ASPH PAVE (12"-18")	SY	45	\$ _____	\$ _____
5	COM	PREP ROW	REMOVING TREATED BASE (8")	SY	12,074	\$ _____	\$ _____
6	COM	CALICHE	12-INCH THICK CALICHE FLEXIBLE BASE	SY	29,237	\$ _____	\$ _____
7	COM	CALICHE	8-INCH THICK CALICHE FLEXIBLE BASE	SY	5,255	\$ _____	\$ _____
8	COM	SUBGRADE	8-INCH PREPARED SUBGRADE	SY	34,492	\$ _____	\$ _____
9	COM	BITUMINOUS PRIME	PRIME COAT (MC-30)	GAL	2,785	\$ _____	\$ _____
10	COM	HMAC	TYPE C HMAC	TON	4,551	\$ _____	\$ _____
11	360	XXXX	6-INCH FIBER REINFORCED CONCRETE PAVEMENT	SY	514	\$ _____	\$ _____
12	360	XXXX	CONCRETE HEADER	LF	406	\$ _____	\$ _____
13	432	6045	RIPRAP (MOW STRIP) (4 IN)	CY	41	\$ _____	\$ _____
14	496	6001	REMOVE STR (SMALL FENCE)	LF	1,608	\$ _____	\$ _____

15	500	6001	MOBILIZATION	LS	1	\$ _____	\$ _____
16	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$ _____	\$ _____
17	506	XXXX	STORM WATER POLLUTION PREVENTION PLAN	LS	1	\$ _____	\$ _____
18	506	6002	ROCK FILTER DAMS (INSTALL)(TY 2)	LF	115	\$ _____	\$ _____
19	506	6011	ROCK FILTER DAMS (REMOVE)	LF	115	\$ _____	\$ _____
20	506	6040	BIODEG EROSN CONT LOG (INSTALL) (8")	LF	729	\$ _____	\$ _____
21	506	6043	BIODEG EROSN CONT LOG (REMOVE)	LF	729	\$ _____	\$ _____
22	506	6002	TEMP SEDMT CONT FENCE (INSTALL)	LF	6,299	\$ _____	\$ _____
23	506	6011	TEMP SEDMT CONT FENCE (REMOVE)	LF	6,299	\$ _____	\$ _____
24	COM	CONCRETE 6	CONC CURB AND GUTTER	LF	3,199	\$ _____	\$ _____
25	540	6001	MTL -W-BEAM GD FEN (TIM POST)	LF	831	\$ _____	\$ _____
26	540	6020	MTL -W-BEAM GD FEN (LOW FILL CULVERT)	LF	75	\$ _____	\$ _____
27	540	6016	DOWNSTREAM ANCHOR TERMINAL SECTION	EA	4	\$ _____	\$ _____
28	540	6033	MTL BM GD FEN (LONG SPAN SYSTEM)	EA	4	\$ _____	\$ _____
29	544	6001	GUARDRAIL END TREATMENT (INSTALL)	EA	4	\$ _____	\$ _____
30	552	6003	INSTALL NEW WIRE FENCE (TY C)	LF	1,587	\$ _____	\$ _____
31	636	6001	ALUMINUM SIGNS (TY A)	SF	40	\$ _____	\$ _____

32	644	6001	IN SM RD SN SUP&AM TY 10BWG(1)SA(P)	EA	8	\$ _____	\$ _____
33	644	6076	REMOVE SM RD SN SUP&AM	EA	1	\$ _____	\$ _____
34	644	XXXX	INSTL OM ASSM (OM-3) (TWT) (WAS)(R)	EA	10	\$ _____	\$ _____
35	666	6283	REFL PROF PAV MRK TY I (W) 4" (SLD) (090 MIL)	LF	17,706	\$ _____	\$ _____
36	666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090 MIL)	LF	22	\$ _____	\$ _____
37	666	6287	REFL PROF PAV MRK TY I (Y) 4" (SLD) (090 MIL)	LF	17,765	\$ _____	\$ _____
38	672	6009	REFL PAV MRKR TY-II-A-A	EA	444	\$ _____	\$ _____
39	678	6001	PAV SURF PREP FOR MARK (4")	LF	35,471	\$ _____	\$ _____
40	678	6008	PAV SURF PREP FOR MARK (24")	LF	22	\$ _____	\$ _____
41	COM	WATER 8, 22, 23	WATER VALVE ADJUSTMENT TO GRADE	EA	2	\$ _____	\$ _____
42	COM	CONCRETE RIPRAP	CONCRETE CAP PROTECTION	SY	1,781	\$ _____	\$ _____

SUBTOTAL - SECTION I - PAVING & GENERAL							\$ _____
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SECTION II - DRAINAGE							
43	COM	CONCRETE 6	CONCRETE FLUME	EA	1	\$ _____	\$ _____
44	432	6031	RIPRAP (STONE PROTECTION)(12 IN)	CY	425	\$ _____	\$ _____
45	462	6006	CONC BOX CULV (5 FT X 2 FT)	LF	362	\$ _____	\$ _____
46	462	XXXX	CONC BOX CULV (6 FT X 2 FT)	LF	480	\$ _____	\$ _____

47	466	6179	WINGWALL (PW-1) (HW=4 FT)	EA	1	\$ _____	\$ _____	
48	467	6001	SET (PIPE RUNNER ASSEMBLY)	EA	32	\$ _____	\$ _____	
49	467	XXXX	SET (TY I)(S=5 FT)(HW=3 FT)(2:1)(C)	EA	6	\$ _____	\$ _____	
50	467	XXXX	SET (TY I)(S=5 FT)(HW=4 FT)(2:1)(C)	EA	4	\$ _____	\$ _____	
51	467	6171	SET (TY I)(S=5 FT)(HW=3 FT)(3:1)(C)	EA	2	\$ _____	\$ _____	
52	467	6175	SET (TY I)(S=5 FT)(HW=4 FT)(3:1)(C)	EA	1	\$ _____	\$ _____	
53	467	6172	SET (TY I)(S=5 FT)(HW=3 FT)(4:1)(C)	EA	6	\$ _____	\$ _____	
54	467	6177	SET (TY I)(S=5 FT)(HW=4 FT)(4:1)(C)	EA	1	\$ _____	\$ _____	
55	467	XXXX	SET (TY I)(S=6 FT)(HW=3 FT)(2:1)(C)	EA	12	\$ _____	\$ _____	
SUBTOTAL - SECTION II - DRAINAGE							\$ _____	
SECTION III - FRANCHISE UTILITIES								
56	N/A	N/A	ABANDONED GAS LINE REMOVAL 3" (IN ROW)	LF	1,425	\$ _____	\$ _____	
57	N/A	N/A	ABANDONED GAS LINE REMOVAL 4" (IN ROW)	LF	1,065	\$ _____	\$ _____	
SUBTOTAL - SECTION III - FRANCHISE UTILITIES							\$ _____	

Subtotal Section I \$ _____
Subtotal Section II \$ _____
Subtotal Section III \$ _____

Total Bid for Project \$ _____

Exhibit B

Conflict of Interest Reporting Requirements and
Conflict of Interest Questionnaire

Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire shall be 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 a misdemeanor if the vendor knowingly violates Section 176.006, Local Government Code.

Contracts or Purchase Orders awarded to a vendor that has violated this law is subject to termination at such time that the violation is discovered with no recourse to the County of Midland. The bidder will be subsequently removed from the bidders list for a minimum of one year.

When there is no known conflict of interest as defined by the statute, it is not necessary to file/submit the Form CIQ. The form must be submitted if a conflict is subsequently discovered. By submitting a response to this request, vendor represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code.

For a current list of the local government officers go to:

Upon completion of the form, sign and submit with bid or mail to:

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> 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.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>	
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>	
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>	
<p>7</p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>	

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

