



HARRIS COUNTY BID COVER SHEET

Job No.
14/0303

BID FOR: Storm Sewer Improvement in the City of Morgan's Point for Harris County Precinct 2 – UPIN 13102MF06K01

DUE DATE: Monday, December 8, 2014

Due no later than 2:00 P.M. local time in Houston, Texas. Bids received later than the date and time above will not be considered.

OFFERORS NOTE: Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID".**

**RETURN BID TO: HARRIS COUNTY PURCHASING AGENT
1001 PRESTON AVENUE, SUITE 670
HOUSTON, TEXAS 77002**

Buyer: Jaime Kovar at (713) 755-5791 or e-mail jaime.kovar@pur.hctx.net

Total Amount of Bid: \$ _____

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Taxpayer Identification Number (T.I.N.): _____

Telephone: _____ Fax: _____ e-mail: _____

Do you carry Health Insurance on your employees? ___ Yes ___ No If yes, what % of employees: ___%

How did you hear of this job? Newspaper Other

Signature: _____ Print Name _____

[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job and certifies that all statements made by you are true, complete and correct. **All prices and signatures must be typewritten or written in ink.** When an award letter is issued, it becomes a part of this contract. Contract is not valid until Purchase Order is issued.]

Accepted by: _____
HARRIS COUNTY JUDGE ED EMMETT

Date: _____

TABLE OF CONTENTS

This bid/proposal package includes the components checked below. If the item is **not** checked, it is not applicable to this bid/proposal. Offerors are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to the bid/proposal before submitting an offer.

- X 1. **Cover Sheet** - Complete this page, sign **IN INK** and return it.
- X 2. **Table of Contents** - This page lists the applicable components of this bid/proposal documentation.
- X 3. **General Requirements** - It is offeror's responsibility to be thoroughly familiar with the General Requirements.
- X 4. **Specifications** - This section contains a detailed description of the goods/services sought by the County.
- X 5. **Pricing/Delivery Information** - This form is used to solicit exact pricing of goods/services, delivery, and other costs.
- X 6. **Attachments**
 - X a. **Tax Form/Debt/Residence Certification** - Complete this form and return it with your offer.
 - X b. **Bid Guaranty & Performance Bond Information & Requirements** - This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,000 must also have a Performance Bond, in a form approved by the County. Please read carefully and fill out completely.
 - X c. **Bid Check Return Authorization Form** - This form applies only to certain bids/proposals. Read this form carefully and fill it out completely.
 - _____ d. **Vehicle Delivery Instructions** - Included only when purchasing vehicles.
 - X e. **Minimum Insurance Requirements** - Included in specific requirements when applicable (does not supersede "Hold Harmless" section of General Requirements).
 - X f. **Worker's Compensation Insurance Coverage Rule 110.110** - This requirement is applicable for a building or construction contract.
 - _____ g. **Financial Statement** - When this information is required, you must use this form or submit acceptable financial documents.
 - X h. **Reference Sheet** - When references are required, you must use this form.
 - _____ i. **HIPAA Requirements**
 - X j. **Contractor Qualification**
 - X k. **Contractor Questionnaire**
 - X l. **General Conditions for Road, Bridge and Related Work**
 - X m. **General Notices, Notes & Information**
 - X n. **Prevailing Wage Rate Instructions & Schedule**
 - X o. **Policy for Payment**
 - X p. **Bid Pricing Sheet(s)**
 - X q. **Drawings/Report File**

GENERAL REQUIREMENTS FOR BIDS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

ACCESS TO RECORDS

In special circumstances, vendor may be required to allow duly authorized representatives of Harris County, the Harris County Hospital District or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor. Vendor must keep records within Harris County or note in bid that records will be available within the boundaries of Harris County to those representatives within twenty-four (24) hours of request by the County.

ACH VENDOR PAYMENT (Automated Clearinghouse)

Harris County offers ACH vendor payment services for all vendors providing products or services. Instructions and authorization agreement forms are provided at www.hctx.net/auditor/.

ADDENDA

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

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Harris County Commissioners Court.

AWARD

Harris County reserves the right to award this contract on the basis of LOWEST AND BEST OFFER in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court, Hospital District Board of Managers, the Juvenile Board or other applicable governing body and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

BID FORM COMPLETION

Fill out and return to the Harris County Purchasing Department ONE (1) complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized representative of the offeror should sign the Bid Cover Sheet. The contract will be binding only when signed by Harris County, funds are certified by the County Auditor and or the Hospital District, as applicable, and a Purchase Order issued.

BID RETURNS

Offerors must return all completed bids to the Harris County Purchasing Department reception desk at 1001 Preston Avenue, Suite 670, Houston, Texas **before 2:00 P.M. LOCAL TIME IN HOUSTON, TEXAS** on the date specified. Late bids will not be accepted.

BONDS

If this bid requires submission of bid guarantee and performance and payment bonds, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." Additionally, contractor warrants and represents by execution of this Contract that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Work (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Work Administration (GSA) -

Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Contractor also certifies that contractor will notify Harris County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Harris County for any payments made to the contractor while ineligible.

COLOR SELECTION

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

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The vendor shall follow all federal, state, and local laws, rules, codes, ordinances, and regulations applicable to the vendor's Services.

The vendor warrants and represents that it will pay all its workers all monies earned by its workers including, but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended; the Texas Pay Day Act; the Equal Pay Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended; or any provisions of the Texas Labor Code Ann., as amended.

CONTRACT OBLIGATION

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

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Harris County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be required that the vendor continue services if requested by Harris County Purchasing, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and Harris County to ensure a smooth and timely transition to the replacement vendor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Harris County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

DIGITAL FORMAT

If offeror obtained the bid specifications in digital format in order to prepare a response, ***the bid must be submitted in hard copy*** according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specifications ***as published*** shall control. Furthermore, if an alteration of any kind to the County's published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

DISQUALIFICATION OF OFFEROR

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Harris County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the

bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

E-MAIL ADDRESSES CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Hospital District including its HMO, the Harris County Appraisal District, or any agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

EVALUATION

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

FISCAL FUNDING

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

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Harris County's interpretation shall govern.

GOVERNING LAW

This bid solicitation is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. Forum for contractual issues shall be in Texas and venue shall be in Houston, Harris County, Texas, in a federal or state court of competent jurisdiction. The County does not agree to binding arbitration and does not waive its right to a jury trial.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

HIPAA COMPLIANCE

Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 *et seq.*, as amended, and 611.001 *et seq.*, as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has

access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT

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

INSPECTIONS & TESTING

Harris County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Harris County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

MAINTENANCE

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

MATERIAL SAFETY DATA SHEETS

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

NAME BRANDS

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

NEW MILLENIUM COMPLIANCE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or vendor is prohibited from submitting a bid for services on a Harris County project of which the consultant or vendor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or vendor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

Vendor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

Additionally, pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to vendor exceeds \$100,000.00, vendor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

PRICING

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

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Harris County Purchase Order, signed by an authorized agent of the Harris County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Harris County without prejudice to other remedies provided by law. **Where delivery times are critical, Harris County reserves the right to award accordingly.**

RECYCLED MATERIALS

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

SCANNED OR RE-TYPED RESPONSE

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

SEVERABILITY

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

SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect

the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

TAXES

Harris County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harris County Purchasing Agent.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION

Harris County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Harris County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harris County's satisfaction and/or to meet all other obligations and requirements. Harris County may terminate the contract without cause upon thirty (30) days written notice.

TERMINATION FOR HEALTH AND SAFETY VIOLATIONS

Harris County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

TITLE TRANSFER

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

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Harris County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Harris County may correct at the offeror's expense.

VENDORS OWING TAXES OR OTHER DEBTS

Pursuant to TX Local Government Code 262.0276, Harris County Commissioners Court has adopted a policy which requires that vendors' taxes and other Harris County debts be current as of the date bids/proposals are due. Bidders with delinquent county taxes or other county debts on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Prior to submitting an offer, vendors are encouraged to visit the Tax Office website at www.hctax.net, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their offer in order to ensure that their offer will be considered. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids/proposals due on or after November 1, 2009.

SPECIFICATIONS

Storm Sewer Improvement in the City of Morgan's Point for Harris County Precinct 2 – UPIN 13102MF06K01

SCOPE

Harris County is soliciting bids for storm sewer improvement in the City of Morgan's Point for Harris County Precinct 2.

PRE-BID CONFERENCE

There will be a **PRE-BID CONFERENCE** on **November 19, 2014, 9:00 a.m.**, in the conference room of the Office of the Purchasing Agent, 1001 Preston, Suite #670, Houston, TX 77002. **Attendance is not mandatory but all vendors should attend to discuss the requirements of this bid and answer any questions.** Persons with disabilities requiring special accommodations should contact the Purchasing Office at (713) 755-5036 at least two (2) days prior to the pre-bid conference.

It is the responsibility of each vendor to examine the entire bid package, seek clarification in writing, and review their bid for accuracy before submitting. Questions relating to this bid must be submitted in writing and directed to Jaime Kovar, Office of the Purchasing Agent, via email to jaime.kovar@pur.hctx.net. The deadline for submission of questions relating to this bid is **November 27, 2014, no later than 12:00 pm**. All questions submitted in writing prior to the deadline will be compiled and answered in writing. A copy of all questions and answers will be forwarded via fax and/or email to all firms. The County will not be bound by any information conveyed verbally.

SUBMITTALS

Failure to return the required items may result in a “non-responsive” bid. Vendors must submit with their bid the following items:

- a. Complete and return Tax Form/Debt/Residence Certificate form as required in attachment a., Tax Form/Debt/Residence Certificate,
- b. A bid bond or cashier's check for five percent (5%) of the total bid as required in attachment b., Bid Guaranty and Performance Bond Information Requirements, as well as Attachment c., Bid Check Return Authorization Form, if applicable,
- c. Proof of insurance as detailed in attachment e., Minimum Insurance Requirements, and attachment f., Workers Compensation Insurance Coverage Rule 110.110,
- d. List of references as required in attachment h., References,
- e. Complete and return, as required in attachment j., Contractor Qualification Application, which will be used in part to determine that the vendor has the qualifications to fulfill the requirements of the specifications,
- f. Complete and return, as required in attachment k., Contractor Questionnaire,
- g. Complete and return the documents as detailed on the Pricing/Delivery Information sheet and as required on attachment p., Bid Pricing Sheet(s),
- h. Include with bid package submitted, one (1) original, clearly marked **“ORIGINAL”**, and one (1) copy, clearly marked **“COPY”**.

SPECIAL REQUIREMENTS

Where these special requirements and information as detailed in attachment l., General Conditions for Roads, Bridges and Related Work, differ from the preceding General Requirements on page 3-8, the

specific requirements and attachment l., General Conditions for Roads, Bridges and Related Work, supersede where applicable.

Coordination of the project will be through the PID and all invoices must be routed through their department. All invoices shall include submission requirements stated in the specifications including completed certified payroll records and lien waivers. Payment terms are "Net 30" from date the invoice is approved by the PID; therefore, payment to the vendor may be up to one (1) month from the date the invoice is approved by PID. Payment of material shall be in accordance with attachment o., Policy of Payment.

In addition, the vendor must comply with Texas Government Code (GC) 2258, Prevailing Wage Rates, and GC 2253.021, Performance and Payment Bonds. Accordingly, GC 2258 requires the vendor to submit a certified payroll record, and compensate any worker employed on a public works project not less than as applicable per attachment n., Prevailing Wage Rate Instructions & Schedule. As well, GC 2253.021, Performance and Payment Bonds, requires the vendor to provide a payment bond on all public works jobs that exceed \$25,000, and a performance bond on all public works jobs that exceed \$100,000.

The rates quoted on the Pricing/Delivery Information sheet must be all-inclusive. "All-inclusive" shall be construed as costs incorporating all charges for labor, material, equipment and any other cost incurred. No separate line item rates or charges will be accepted.

NO CONFIDENTIALITY OF BIDS

Once opened, bids are public record. **There are no exceptions.** When submitting a bid, the vendor must be sure to redact confidential information if the information is needed to address requirements of the bid. If there are any questions concerning confidentiality of information to be submitted, contact Jaime Kovar immediately at jaime.kovar@pur.hctx.net.

ALTERATION OF DOCUMENT

No alterations may be made to this document. Any alterations made may result in the bid being rejected. The terms and conditions contained within this bid supersede all conflicting terms within any cooperative purchasing contracts associated with this purchase.

TOLL FEES

Any and all toll FEES incurred during the term of this contract will be the responsibility of the vendor.

DRAWINGS/ADDITIONAL SPECIFICATIONS

Vendors may download the drawings, plans, and/or maps for this project from BuySpeed Online at <https://bids.hctx.net/bsol/login.jsp> as referenced in attachment m., General Notices, Notes & Information, and attachment q., Drawings/Report File. Do NOT include the drawings from this bid package with the bid submittal.

SPECIFICATION

The project consists of providing all labor, material, and equipment necessary to complete the work to extend the existing storm sewer in order to outfall directly into San Jacinto/Galveston Bay. The project also includes storm sewer extension, Storm Water Pollution Prevention Plan (SWPPP), coordination, and any other necessary appurtenances.

PID GENERAL CONDITIONS

The vendor must comply with all requirements in the “Harris County General Conditions for Roads, Bridges, and Related Work” or “Harris County General Conditions for Building Construction and Related Work,” whichever is applicable.

PREVAILING WAGES

In accordance with Section 2258 of the Texas Government Code, contractor and any subcontractor hired by contractor for the construction of any project, shall not pay less than the rates set forth in the Schedule of Prevailing Wages attached and incorporated by reference in each Project Manual. Contractor warrants that it and its subcontractors shall comply with all requirements and worker ratios per the applicable Schedule of Prevailing Wages and Texas state law.

Contractor shall submit certified payroll of contractor and all subcontractors on a weekly basis. At County’s request, contractor shall make available and shall require its subcontractors to make available, copies of cancelled checks and check stubs for comparisons by the County or its agents.

County reserves the right for its agents to visit the project site and to interview contractor, its subcontractors and employees of each on any date or time, as often as desired during the construction period, without prior notification.

County will ascertain if proper wage rates are being paid to the employees as required by the Project Manual. In the event of a discrepancy between the work performed and the wages paid, County will document same and notify contractor. All initial determinations of the classification of workers or the appropriate prevailing wage shall be made by the Harris County Contract Compliance Officer. Her determinations shall be binding.

If, for any length of time and as determined by the Harris County Contract Compliance Officer, discrepancies appear between the certified payrolls and the actual wage paid, County shall require check stubs to be attached to each weekly certified payroll.

Pursuant to TEX. GOV’T CODE ANN. §2258.051, the County reserves the right to withhold any monies due contractor until such discrepancy is resolved and the necessary adjustment made. Contractor shall also pay a penalty in accordance with TEX. GOV’T CODE ANN. § 2258.023(b), of Sixty and No/Dollars (\$60.00) per day per person per incident that such person is underpaid. Contractor shall impose these same obligations upon its Subcontractors. Contractor understands that with monthly certified payrolls, contractor is responsible for any and all penalties that shall accrue during the month, regardless of the fact that any error could not be discovered by the Contract Compliance Officer until the following certified payroll.

PRICING/DELIVERY INFORMATION

PRICING

Vendor must provide the unit price for all items specified within attachment p., Bid Pricing Sheet(s). Quantities are estimated, Harris County may require more or less. In case of discrepancy between unit and total pricing, unit pricing governs.

Complete and return all pages of the Bid Pricing Sheet(s) with the bid, and insert each sheet under this section. **Pricing must be all-inclusive. Harris County will not allow for any other rates or charges.** Please refer to attachment m., General Notices, Notes & Information, and attachment q., Drawings/Report File, for details of specification numbers listed on the bid sheets.

(Bid Pricing Sheet(s) are available by downloading from BuySpeed Online at <https://bids.hctx.net/bsa/login.jsp>. If vendors are unable to download the Pricing Sheet(s) from BuySpeed Online, vendors may contact the Harris County Purchasing Office for a printed version.)

BID GUARANTY AND PERFORMANCE BOND
INFORMATION AND REQUIREMENTS

A guaranty shall be submitted with each bid that the bidder will execute and furnish a performance bond within ten days after award of the contract and receipt of performance bond application form. Guaranty may be submitted in either of these forms:

- A. Individual bid bond payable to Harris County for 5% of the total amount of each separate bid, or
- B. Bank cashier's check payable to Harris County for 5% of the total amount of each separate bid.

If the successful bidder submits a bank cashier's check as guaranty, Harris County may elect to hold the check until all provisions of the contract have been completed, or require the contractor to make a performance bond. The performance bond shall be in the amount equal to the amount of money to be paid by the County under the contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas. The prescribed performance bond application is available to the bidder from Harris County, and is the only form Harris County will accept.

If the performance bond forms and related documents are not returned to the Harris County Office of the Purchasing Agent, 1001 Preston Avenue, Suite 670, Houston, Texas 77002, within ten days, Harris County has the right to render the award ineffective. Written verification of the validity of the bond shall be received by the Office of the Purchasing Agent from the contractor's surety before any payments will be made.

BID CHECK RETURN AUTHORIZATION FORM

Offeror must complete this form and attach to bid check. All bid checks must be for the required amount and be payable to Harris County, **not payable to any individual**.

If a bid, the County Clerk may retain the bid checks of the three lowest bidders until after the award and approval of the contract, receipt of a performance bond, and, if required, receipt of a payment bond. The County Clerk shall return the bid checks of all other bidders at any time within seventy-two (72) hours following the opening of bids. If an RFP, all bid checks will be retained by the Office of the Purchasing Agent until after the award and approval of the contract, receipt of a performance bond, and, if required, receipt of a payment bond.

Authorization is hereby granted for Harris County to return the bid check via regular mail without liability of any kind or nature to the address listed below if:

- 1. we are an unsuccessful bidder, or
- 2. a performance bond, and payment bond, if required, has replaced the bid check, or
- 3. upon completion of contract.

Bid for: _____

Cashier's Check Number _____, Drawn on _____

Bank of _____, Dated _____ in

the amount of \$_____.

Name: _____

Business Address: _____

Signature: _____

Mailing Address: _____

City & State: _____ Zip Code: _____

Telephone: _____ Email: _____

For Use of County Clerk/Purchasing Agent Only:

Date Check Mailed: _____ By: _____

Ledger Number: _____ Dept: _____

MINIMUM INSURANCE REQUIREMENTS

During the term of the Contract, the Contractor at its sole cost and expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- A. Workers Compensation**, as required by the laws of Texas, **and Employers' Liability**, as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.

Employers' Liability

- Each Accident: \$1,000,000
- Disease-Each Employee: \$1,000,000
- Policy Limit: \$1,000,000

- B. Commercial General Liability**, including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, or other coverage. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Each Occurrence: \$1,000,000
- Personal and Advertising Injury: \$1,000,000
- Products/Completed Operations: \$1,000,000
- General Aggregate (per project): \$2,000,000

- C. Automobile Liability**, including coverage for all owned, hired, and non-owned vehicles used in connection with the contract. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Combined Single Limit-Each Accident: \$1,000,000

- D. Umbrella/Excess Liability** (*Harris County shall be named Additional Insured on primary/non-contributory basis*)

- Each Occurrence/Aggregate: \$1,000,000

- E. Professional/Errors & Omissions Liability** (if applicable)

- Each Occurrence/Aggregate: \$1,000,000

The County reserves the right to require additional insurance if necessary. Coverage shall be issued by companies licensed (by TDI) to do business in Texas and who have an A.M. Best rating of at least A-. Contractor shall furnish evidence of such insurance to the County in the form of unaltered insurance certificates. If any part of the contract is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the contract. Contractor shall furnish evidence of such insurance to the County as well.

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County.

The requirements stipulated in this attachment do not establish limits of contractor liability.

Rev. 10/2011

TWCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE

If this bid/proposal package is for a building or construction contract, all of the provisions of this rule as shown below apply. Since this is a mandatory requirement, cost increases should not be experienced because of the need to comply with the Texas Workers' Compensation Law. For additional information contact the Texas Workers' Compensation Commission, Southfield Building, 400 S. IH-35, Austin, Texas 78704-7491, (512) 440-3618.

A. Definitions:

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

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

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

- B. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - (2) Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - (3) Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (4) Obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) A certificate of coverage, prior to the other person beginning work on the project, and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - (6) Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

REFERENCES

Reference #1

Organization Name: _____
Contact Name/Telephone No.: _____
Address: _____

Services provided: _____

Reference #2

Organization Name: _____
Contact Name/Telephone No.: _____
Address: _____

Services provided: _____

Reference #3

Organization Name: _____
Contact Name/Telephone No.: _____
Address: _____

Services provided: _____

REFERENCES (Continued)

Reference #4

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____

Services provided: _____

Reference #5

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____

Services provided: _____

Reference #6

Organization Name: _____

Contact Name/Telephone No.: _____

Address: _____

Services provided: _____

CONTRACTOR QUALIFICATIONS

Experience Record

List of projects bidder has successfully completed within past two (2) years:

Amount of Contract Award	Type of Work	Date Accepted	Name & Address of Owner
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

List of projects bidder is now engaged in completing:

Amount of Contract Award	Type of Work	Est. Date of Completion	Name and Address of Owner
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

List of Surety Bonds in Force on the above incomplete work:

Amount of Contract Award	Amount of Bond	Name of Surety Company
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Equipment Schedule

List of equipment owned by bidder that is in serviceable condition and available for use:

1. _____
2. _____
3. _____
4. _____

Portions of work bidder proposes to sublet in case of award of contract, including amount and type:

1. _____
2. _____
3. _____

Dated this day _____ of _____ 2014

 (Name of Organization)

By: _____
 (Title)

CONTRACTOR QUALIFICATIONS

Certification of Experience Record/Equipment Schedule

Submitted by _____ an individual
a partnership
a corporation

with principal office at _____

To be filled in by Corporation:

Date incorporated _____

Under the laws of _____ State.

To be filled in by Partnership

Date formed _____

State whether partnership is general,
limited or associated

Executive Officer _____

List Members:

State of _____

County of _____

_____, being duly sworn, deposes and says that he is

_____ of _____
(title) (Name of Organization)

and that the answers to the foregoing questions on the attached forms and all statements therein are correct: that the experience record and the schedule of equipment are made a part of this affidavit as though written in full herein, and all statements and answers to questions given in the above mentioned experience record and schedule of equipment are true and correct.

Sworn to before me this _____ day of _____ A.D. 2014

Notary Public

My Commission expires:

(SEAL)

CONTRACTOR QUESTIONNAIRE

Please respond to the following questions regarding your firm's financial status:

1. Has your firm been denied credit within the last sixty (60) days? Yes _____ No _____
2. Indicate if your firm has been involved or a party to any of the following actions (within the last seven to ten years):

a. Judgments: Yes _____ No _____

If yes, attach proof and provide an explanation of current status below:

b. Satisfied judgments: Yes _____ No _____

If yes, attach proof and provide an explanation of current status below:

c. Tax Liens: Yes _____ No _____

If yes, attach proof and provide an explanation of current status:
If no, provide completed affidavit as attachment to this application.

d. Bankruptcy Proceedings:
Dismissals Yes _____ No _____
Discharges Yes _____ No _____

If yes, provide a copy of all current documentation to support the current status and a copy of the current plan.

3. Does your firm have certificates of insurance with the following minimum coverage amounts:

a. \$100,000 for property damage coverage? Yes _____ No _____

b. \$300,000 for liability coverage (bodily injury)? Yes _____ No _____

4. Does your firm have a current worker's compensation insurance policy within the statutory limits as required by law? Yes _____ No _____

5. In the last five (5) years, has your firm ever failed to complete a contract? Yes _____ No _____
If yes, why? _____

6. At any time in the last five (5) years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of contract of a government construction project, or the bidding or performance of a government contract? Yes _____ No _____

7. In the last five (5) years has your firm, or any firm which your company's owners, officers, or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency project for any reason? Yes _____ No _____

8. Has your firm, or any of its owners, officers, or partners ever been convicted of a crime involving any federal, state or local law related to construction? Yes _____ No _____

9. List any real estate in Harris County owned either personally by any of your firm's owners, officers, or partners, or through partnership, joint venture, or other legal entity associated with your firm:

Title Holder	Address

10. Is your firm or any of its officer's delinquent in payment of property taxes to Harris County?
Yes _____ No _____

THE UNDERSIGNED CERTIFIES THAT ALL INFORMATION IN THIS STATEMENT AND ALL INFORMATION FURNISHED IN SUPPORT OF THIS STATEMENT IS TRUE AND COMPLETE TO THE BEST OF THE UNDERSIGNED'S KNOWLEDGE AND BELIEF.

Signature

Title

Date

Signature

Title

Date

Attachment 1.
General Conditions for Road, Bridge and
Related Work
(28 pages)

(For prospective vendors downloading this bid from BuySpeed Online at <https://bids.hctx.net/bsol/login.jsp>, the General Conditions for Road, Bridge and Related Work may be picked up between 7:30 a.m. and 4:30 p.m., Monday through Friday at the Office of the Purchasing Agent, 1001 Preston Avenue, Suite 670, Houston, TX)

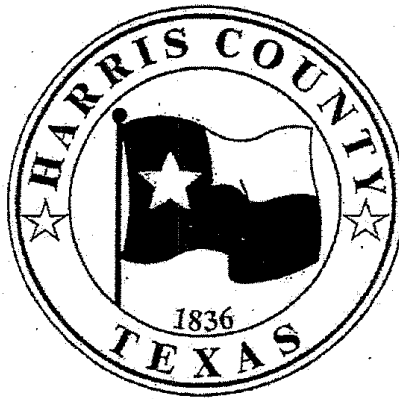
Attachment m. General Notices, Notes & Information (14 pages)

(For prospective vendors downloading this bid from BuySpeed Online at <https://bids.hctx.net/bsa/login.jsp>, the General Notices, Notes, Information & Special Specifications may be picked up between 7:30 a.m. and 4:30 p.m., Monday through Friday at the Office of the Purchasing Agent, 1001 Preston Avenue, Suite 670, Houston, TX)

Attachment n. Prevailing Wage Rate Instructions and Schedule (10 pages)

(For prospective vendors downloading this bid from BuySpeed Online at <https://bids.hctx.net/bsol/login.jsp>, the Prevailing Wage Rate Instructions and Schedule may be picked up between 7:30 a.m. and 4:30 p.m., Monday through Friday at the Office of the Purchasing Agent, 1001 Preston Avenue, Suite 670, Houston, TX)

HARRIS COUNTY
PUBLIC INFRASTRUCTURE DEPARTMENT



POLICY FOR PAYMENT
OF
MATERIAL ON HAND

December 6, 2005

INDEX

- I. Policy
- II. Request for Payment of Material on Hand Summary
- III. Request for Payment of Material on Hand Form

MATERIAL ON HAND POLICY

If payment for material on hand is desired, request compensation for the invoice cost of acceptable nonperishable materials that have not been used in the work before the request, and that have been delivered to the work location or are in acceptable storage places. Nonperishable materials are those that do not have a shelf life or whose characteristics do not materially change when exposed to the elements. Include only materials that have been sampled, tested, approved, or certified, and are ready for incorporation into the work. Only materials which are completely constructed or fabricated on the contractor's order for a specific contract and are so marked and on which an approved test report has been issued are eligible. Payment for material on hand may include the following types of items: concrete traffic barrier, precast concrete box culverts larger than 25 square feet, concrete piling deck panels, beams, reinforced concrete pipe larger than 66 inches, structural steel girders, steel bridge rail, illumination poles and other items deemed reasonable by the Engineer. Any repairs after fabricated materials have been approved for storage shall require approval of the Engineer before being made and shall be made at the contractor's expense. Include only those materials that have an individual or collective invoice cost of at least \$1,000 in the request for material on hand payment.

For multiple work order contracts, payment for material on hand will only be made for materials authorized for purchase by the work order or by written approval of the Engineer.

If the request is acceptable, the Engineer will include payment for material on hand in a progress payment. Payment for material on hand does not constitute acceptance of the materials. Payment will not exceed the actual cost of the material as established by invoice, or the total cost for the associated item less reasonable placement costs, whichever is less. Materials for which the contractor does not have a paid invoice within 60 days will not be eligible for payment as material on hand and will be removed from the summary attached hereto. Payment may be limited to a portion of the invoice cost or unit price if shown elsewhere in contract as determined by the Engineer.

Submit the request on forms provided by the Engineer. These forms may be electronically reproduced, provided they are in the same format and contain all the required information and certifications. Continue to submit monthly material on hand forms until the total value of material on hand is \$0.

By submitting a request for material on hand payment, the contractor expressly authorizes the Engineer to audit material on hand records, and to perform process reviews of the record-keeping system. If the Engineer determines noncompliance with any of the requirements of this provision, the Engineer may exclude payment for any or all material on hand for the duration of the contract.

Maintain all records relating to material on hand payment until final acceptance. Provide these records to the Engineer upon request.

Engineer in the policy refers to the Engineer in charge of the project employed by Harris County, Harris County Toll Road Authority or Harris County Flood Control District as applicable.

PROJECT NAME: _____

PROJECT ID: _____

**REQUEST FOR PAYMENT OF
 MATERIALS ON HAND SUMMARY PAGE**

SHEET TOTALS	AMOUNT
Sheet ____ of ____	
Sheet ____ of ____	
Sheet ____ of ____	
Sheet ____ of ____	
Sheet ____ of ____	
Sheet ____ of ____	
Total Value:	0.00
Less-Previous Total Value:	0.00
Net Change This Estimate:	0.00

1. Materials are non-perishable and suitable for incorporation into the work.
2. All materials are identified and set apart for this project and have not been included in a request for payment on any other projects.
3. Paid invoices are on file for any material that has been included through the warranty period.
4. "Public Infrastructure Division Policy for Payment of Material on Hand" is a complete guide for materials on hand payment and shall be used to evaluate Contractor's requests.
5. The signatory hereby warrants that they have the authority to execute this request.

Contractor	Name(Print or Type)
	Title
	Signature

Instruction: Attach corresponding paid invoice copies for supporting documentation. Include with monthly contractor application for payments.

PROJECT NAME: _____
PROJECT NO.: _____

REQUEST FOR PAYMENT OF MATERIALS ON HAND SUMMARY PAGE

CONTRACTOR: _____

Estimate Period From _____ to _____

Item and Description Number (0000-0000)	Material Description	Unit or Piece	Received This Period	Previous Quantity on Hand	Used This Period	Balance On Hand	Material Unit Price \$	Plan Qty	Total Value \$
						0.00			0.00
						0.00			0.00
						0.00			0.00
						0.00			0.00
						0.00			0.00
						0.00			0.00
						0.00			0.00
						0.00			0.00
						0.00			0.00
						0.00			0.00
						0.00			0.00

Page _____ of _____

Sheet Total

By submitting a request for Material on Hand (MOH) payment, the Contractor expressly authorizes the Public Infrastructure Department to audit MOH records, and to perform process reviews of the record-keeping system. If the Department determines noncompliance with any of the requirements of Public Infrastructure Division Policy for Payment of Material on Hand the Department may exclude payment for any or all MOH for the duration of the Contract.

Signature of Contractor Authorized Representative: _____ Date: _____

Form PID 101

Attachment q. Drawings/Report File

(Drawings are ONLY available by downloading from BuySpeed Online at <https://bids.hctx.net/bsol/login.jsp>)