

REQUEST FOR PROPOSALS
for
**New Facility for Washington
County Road and Bridge, Rural
Addressing, and
Environmental Services**

WASHINGTON COUNTY CLERK’S OFFICE

Washington County Courthouse
100 East Main Street 100 East Main Street
Brenham, Texas 77833
Telephone (979)277-6200

Proposals will be received, publicly opened, and acknowledged at **2:00 P.M., Tuesday, October 30, 2018** in the Washington County Commissioner’s Court Room.

Please note there will be a pre-proposal Conference and site visit in the Washington County Commissioner’s Court Room located at the Washington County Courthouse, 100 East Main Street, Brenham, Texas 77833 at 2:00 p.m. CST on Monday, October 15, 2018.

Construction documents which consist of a set of drawings and a specification book are available digitally through the following sources:

1. **PlanNorth Architectural Co.**

Email: angelia@plannorth.com, or call Angelia at 979-421-8003.

Note: Limited pre-printed sets are available to general contractors only with a \$250 deposit check and must be picked up in person. PlanNorth’s office is located at 107 South Baylor, Brenham, Texas 77833.

2. **Brazos Valley Plan Room**, Email: bvcaplanroom@gmail.com, or call Kayla at 979-260-5902.

3. **iSqFt**, Email: steven.sierra@constructconnect.com, or call Steven Sierra at 770-849-6463

Schedule of Important Dates:

Release of RFP..... Monday, October 8, 2018

Advertisement Dates.....Thursday, October 11, 2018 and Friday, October 12, 2018

Pre-Proposal Conference.....Monday, October 15, 2018 at 2:00 p.m. CST

Deadline for Questions..... Wednesday, October 24, 2018 at 5:00 p.m. CST
Proposal Submission Deadline.....Tuesday, October 30, 2018 at 2:00 p.m. CST

Review/ Contract Evaluations/ Negotiations..... November 2018
Anticipated Award..... November 2018
Anticipated Construction Start..... November 2018

A. PROCUREMENT DELIVERY

Washington County will follow the Texas Local Government Code, Chapter 262.030 for this RFP process. The proposals will be opened on the date and time mentioned above and only the names of the proposers will be read aloud. The proposals will be distributed to the evaluation committee and the committee will evaluate each proposal according to the criteria set forth in this RFP through the Competitive Sealed Proposal (CSP) process. The committee will negotiate with the top ranked firm, based on the scores and other factors at the discretion of Washington County. All firms will be accorded fair and equal treatment, and no pricing will be shared with any of the firms at any time until after an award is made and a contract is approved by Commissioners' Court. A best and final offer will be requested for inclusion into the final contract.

B. SUMMARY OF WORK

The project consists of the construction of a new campus for Washington County Road and Bridge, Rural Addressing and Environmental Services. The campus consists of an office building, a covered breezeway/connecting element, a shop building, and related site work/roads as shown in the construction documents. Additional scopes of work and out-buildings are listed in the alternates and defined by the drawings.

The office and shop buildings are to be constructed of pre-engineered metal buildings with an R-panel roof system. All building framing is light gauge metal. The shop building is sprinkled, and the office building is non-sprinkled.

C. ALTERNATES

Please reference the bid form, the drawings and the specifications for a list of project alternates.

D. CONDITIONS OF RFP

The following instructions apply to all proposals and become a part of terms and conditions of any bid submitted to Washington County, unless otherwise specified elsewhere in this Proposal. All Contractors are required to be informed of these Terms

and Conditions and will be held responsible for having done so:

1. Definitions: In order to simplify the language throughout this proposal, the following definitions shall apply:
 - a. WASHINGTON COUNTY - Same as County.
 - b. COMMISSIONERS' COURT - The elected officials of Washington County, Texas given the authority to exercise such powers and jurisdiction of all county business as conferred by the State Constitution and Laws.
 - c. CONTRACT - An agreement between the County and a Vendor to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.
 - d. CONTRACTOR - The successful Contractor(s) of this proposal request.
 - e. COUNTY - The government of Washington County, Texas and its authorized representatives.
 - f. SUB-CONTRACTOR - Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this proposal request.
 - g. SUPPLIER - Same as Contractor
2. Upon acceptance and approval by the Commissioners' Court, this proposal will be made part of the contract between Washington County and the successful Contractor for the period designated.
3. Proposals must be turned in to Washington County at the County Clerk's office, located inside the Washington County Courthouse, at 100 East Main Street, Brenham, Texas 77833 before 2:00PM, CST, on Tuesday, October 30, 2018.
4. The County reserves the right to accept or reject in part or in whole, any proposals submitted, and to waive any technicalities for the best interest of the County.
5. Washington County shall not be responsible for any verbal communication between any employee of the County and any potential Contractor. Only written specifications and written price quotations will be considered.
6. Washington County reserves the right to reject any proposals that do not fully respond to each specified item.
7. Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner to continue the contract with its present provisions and prices. This contract is nontransferable and non-assignable by either party.
8. The County may cancel this contract at any time for any reason, provided a thirty- day written notice is given.

9. The proposal award shall be based on, but not necessarily limited to, the following criteria. The contract will be awarded based on an evaluation using the Competitive Sealed Proposal (CSP) process:

- a. Total cost including the chosen alternates and addenda 40%**
- b. Contractor's proposed schedule for project completion 5%**
- c. Contractor's long-term experience with similar projects and similar scopes of work 20%**
- d. Quality of previous, similar contracts in and around Washington County 10%**
- e. Proposer's reputation/references with similar project types/size 20%**
- f. Other factors as deemed important and relevant by the County 5%**

10. Although the cost is an essential part of the proposal, Washington County is not obligated to award a contract on the sole basis of cost, and will award the contract using the Competitive Sealed Proposal (CSP) Process.

11. Acceptance of work provided shall be made by the County at the sole discretion of the Commissioner's Court when all terms and conditions of the contract and specifications have been met to its satisfaction, including the submission to the County of any and all documentation as may be required.

12. Title and Risk of Loss of the goods shall not pass to Washington County until the County actually accepts and takes possession of the goods at the point or points of delivery.

13. This agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

14. No proposal may be withdrawn after opening time without acceptable reason and with the approval of Commissioner's Court.

15. Proposals will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.

16. All proposals shall be submitted in accordance with the instructions contained

herein. Washington County will not be liable for any information received through other websites or sources of information. It is the sole responsibility of the vendor to verify the accuracy of information received from sources other than Washington County. It is recommended that the vendor check the Washington County website for addenda prior to submitting their proposal: <http://www.co.washington.tx.us/page/washington.BidsandProposals>

17. There is no expressed or implied obligation for Washington County to reimburse responding service providers for any expenses incurred in preparing proposals in response to this request.
18. Proposals must show full company name, mailing address and telephone number and be manually signed by an authorized sales or quotation representative of the Contractor. Company name and authorized signature shall appear in each space provided. The Contractor must include Employer Identification Number or Social Security Number and signature for the proposal to be valid.
19. The Contractor shall be responsible for following all provisions of Chapter 2258 of the Government Code relating to the payment of prevailing wages and wage rates.
20. Proposals must specify the number of consecutive calendar days required to reach substantial completion of the project under normal conditions. Failure to specify completion time or failure to comply with completion time will be considered reason enough to cancel the contract.
21. Bids must be submitted on units of quantity specified. In the event of errors in extended prices the unit price shall govern. In the event of a discrepancy between the numbers given for the price and the word form of the price, the word form shall govern. Any suggested change in quantity on the part of the bidder to secure better price or delivery is welcomed and may be given consideration provided that the bidder also bids on the quantity specified.
22. The County will not furnish proposal results over the phone.
23. This Proposal will be made part of any resulting contract the County may enter into. The terms and conditions of the County, contained in this RFP or the construction documents for this RFP, shall supersede those of the vendor in the event of a conflict.
24. If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

25. No oral statements of any person shall modify or otherwise change or affect the terms, conditions or specifications. All change orders to this agreement shall be made in writing and shall not be effective unless signed by an authorized representative of Washington County.

E. SPECIAL PROVISIONS

- 1 Contractors with questions regarding the proposal or drawings should submit them in writing PlanNorth to PlanNorth Architectural Company. **Questions shall be submitted to Angelia Gerhard, via the email address: angelia@plannorth.com.** Questions will be answered via addenda to the construction documents and made available to all interested parties.
- 2 Fill out the proposal (bid form) completely, identify the proposal name on the outside and return it to the Washington County Clerk's Office, Attn: Beth Rothermel. The county clerk's office is located in the Washington County Courthouse, 100 East Main Street, Brenham, Texas 77833. The proposal is invalid if it is not deposited at the designated location prior to the time and date advertised (October 30, 2018 at 2PM CST), or prior extension issued by the County.
- 3 All proposals shall be prepared on the bid form attached to this document. The proposer must put the proposal name on the front of the envelope and seal the envelope.
- 4 In addition to the bid form, all proposals shall be accompanied by (3) copies of the Contractor's Qualification Statement (AIA Document A-305) and all attachments listed in the AIA A-305 document. Proposals may include additional relevant information.
- 5 During the evaluation process, Washington County reserves the right, in the best interest of the County, to request additional information or clarification from Contractors.
- 6 The contract shall be awarded to the responsible Contractor whose proposal is determined to be the best evaluated offer, in the sole judgment of the court.
- 7 Your response to this proposal should be clear and concise, addressing all requirements listed above and any other factors not specifically mentioned

which would be advantageous to Washington County.

8. Performance Standards:

- a. All services contracted herein shall be done in a courteous and orderly manner. All Contractor personnel shall be appropriately dressed at all times while on the property.
- b. The personnel performing the services contracted herein shall be under the sole responsibility of the Contractor.
- c. All materials and equipment brought to the site are the full responsibility and liability of the Contractor until removed from the site as required.
- d. Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the work herein contracted to be done.
- e. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and order of any public authority in connection with the performance of the work herein to be done.
- f. The Contractor shall be responsible for initiating, maintaining and supervising appropriate safety precautions and programs in connection with the work herein contracted to be done. The Contractor shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (1) all employees on the project and other persons who may be affected thereby, (2) the project and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto.
- g. Contractor will be responsible for immediate notification of all damage to the property by the Contractor or its representative(s).

F. Trade Secrets, Confidential Information and the Texas Public Information Act

1. Washington County, Texas is subject to the Texas Publication Information Act, Chapter 552, Texas Government Code. Proposals submitted to Washington County, Texas in response to this RFP are subject to release by the County as public information. If the Proposer believes that the Proposal response, or part of it are confidential, as proprietary information, (s)he must specify that either all or part is excepted, and provide specific and detailed justification for its claim of

confidentiality. Vague and general claims to confidentiality are not acceptable. All Proposals or parts of the Proposals which are not marked as confidential will be considered public information after a contract has been awarded. The successful Proposal may be considered public information even though parts are marked confidential.

2. Washington County, Texas assumes no responsibility for asserting legal arguments on behalf of Proposers. Proposers are advised to consult with their legal counsel concerning disclosure issues resulting from this proposal process and to take precautions to safeguard trade secrets and other proprietary information.
3. Marking your entire Proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Public Information Act.

G. Conflict of Interest

1. The Proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Washington County.
2. By signing and executing this Proposal, the Proposer certifies and represents to the County the Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this Proposal.
3. With the exception of interviews and/or other contacts initiated by Washington County relevant to the selection process, Proposers, their employees or representatives, are prohibited from contacting any official or employee of Washington County, except through the Architect for project-related questions, in regard to this RFP from the issuing date of the RFP until the date the Washington County Commissioner's Court meets to consider award of the Proposal. Any such contact will be grounds for rejection of the vendor's proposal.

H. Addenda and Modifications

1. Any changes, additions or clarifications to the RFP will be made by numbered addenda and must be acknowledged in the Proposal.
2. Any firm in doubt as to the meaning of any part of these requirements

may request an interpretation thereof from the Architect. At the request of the Proposer, or in the event the Architect deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Architect. Such addendum will be posted on the Washington County website, and will become a part of the Proposal package, having the same binding effect as provisions of the original Proposal. No verbal explanation or interpretations will be binding. In order to have a request of interpretation considered, the request must be submitted in writing and must be received by the Architect no later than the question deadline.

- 3 All addenda, amendments and interpretations of this solicitation shall be in writing. Washington County shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County in writing or in this RFP should be used in preparing Proposal responses.
- 4 The County does not assume responsibility for receipt of any addendum sent to Proposers.
- 5 All addenda must be acknowledged on the bid form.

I. Examination of Documents and Requirements

1. Each Proposer shall carefully examine all RFP documents and be thoroughly familiar with all requirements prior to submitting a Proposal.
2. Before submitting a Proposal, each Proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of the RFP. Failure to make such investigations and examinations shall not relieve the Proposer of the obligation to comply, in every detail, with all provisions and requirements of the RFP.

J. TAXES

1. Washington County is tax exempt. Tax exemption certificates will be executed by the County upon request.

K. INSURANCE

The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of

the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the County's Representative and approved by the County before work commences.

Standard Insurance Policies Required:

- a. Commercial General Liability Policy
- b. Automobile Liability Policy
- c. Worker's Compensation Policy

General Requirements applicable to all policies:

- a. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c. "Claims Made" policies will not be accepted.
- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Washington County.
- e. All insurance policies shall be furnished to Washington County upon request.

1. COMMERCIAL GENERAL LIABILITY

- a. General Liability insurance shall be written by carrier with an A:VIII or better rating in accordance with the current Best Key Rating guide.
- b. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- c. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
- d. Excess Liability Umbrella Policy in the amount of not less than \$2,000,000.00 will be provided at the Contractors expense.

2. AUTOMOBILE LIABILITY

- a. General Liability Insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.
- b. Minimum Combined Single Limit of \$600,000.00 per occurrence for bodily injury and property damage.

3. WORKER'S COMPENSATION INSURANCE

Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The worker's compensation insurance shall include the following terms:

- a. Employer's Liability limits of \$500,000.00 for each accident is required.
- b. "Texas Waiver of Our Right to Recover From Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 (c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

A. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement (TWCC-81), TWCC-83, or TWCC-84), showing statutory worker's 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 ("subcontractors" in section 406.096 {of the

Texas Labor Code) - 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 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 the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that 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 providing services on the project, and certificates of coverage showing coverage for all person; and
 - (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or 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 proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;*
 - (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
 - (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.*
 - (4) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and*
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;**
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person know 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 (a)-(g), 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 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.*

4. CERTIFICATES OF INSURANCE

Certificates shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c. All endorsements and insurance coverage according to requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage provisions to Washington County.
- e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

L. COMPLIANCE WITH LAW

The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdiction.

The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

M. SAFETY PRECAUTIONS

Safety precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste.

The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary. The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

N. INDEMNITY

To the fullest extent permitted by law, the Contractor agrees to and shall indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done by the Contractor under this Contract, provided that any such claim, loss, damage, cause of action, suit or liability is caused in whole or in part by an act or omission of the Contractor, any subcontractor, or any person, organization directly or indirectly employed by any of them to perform or furnish work on the Project. This indemnity shall apply regardless of whether such injuries, death, damages, or breach are caused in part by the negligence or omission of the County, any other party indemnified hereunder, the Contractor, or a third party.

The indemnification shall include but not be limited to the following specific instances:

- a. In the event the County is damaged due to the act, omission, mistake, fault or default of the Contractor, then the Contractor shall indemnify and hold harmless and defend the County for such damage.
- b. The Contractor shall indemnify and hold harmless and defend the County from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.
- c. The Contractor shall indemnify and hold harmless and defend the County from any and all injuries to or claims to adjacent property owners caused by the Contractor, its agents, employees and representatives.

- d. The Contractor shall be responsible for any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment.
- e. The Contractor shall also be responsible for the removal of all related debris.
- f. The Contractor shall also be responsible for subcontractors hired.
- g. The Contractor shall indemnify, hold harmless, and defend the County from any liability caused by the Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

The indemnification obligations of the Contractor under this section shall not extend to include the liability of any architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

O. RELEASE

The Contractor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the County, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the County.

P. BONDING REQUIREMENTS

- 1. All bidders must submit, with proposal, a cashier's check or certified check for at least five percent (5%) of the total bid price, payable to the order of Washington County or a Bid Bond in the same amount issued by a surety,

acceptable to Washington County, authorized to do business in the State of Texas, as a guarantee that the Bidder will do the work described herein at the rates stated herein. Unsuccessful bidder's Cashier's Check or Certified Check will be returned after a written request to do so has been received by the County Clerk.

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

Q. PROPOSAL SUBMITTAL

1. The Contractor shall submit the proposal on the forms enclosed. All blank spaces in forms shall be correctly filled in by type or manually in ink and the bidder shall state the prices.
2. If a proposal is submitted by an individual, his name must be signed by him or his duly authorized agent. If the proposal is submitted by a firm, association, or partnership, the name and address of each member must be given, and the proposal must be signed by an official or duly authorized agent.
3. **The Contractor must submit an original and two (2) copies of the entire proposal packet to Washington County, for a total of three (3) copies required.**
4. The complete proposal should include the following:
 - a. Completed and signed bid form (Attachment A)
 - b. Contractor's Qualification Statement (AIA Document A-305 or equal)
 - c. Bid bond, certified check or cashier's check for 5% of the total bid amount
 - d. Attachments B-D
5. By signing the certification below, the vendor verifies that all plans, specifications and addenda have been reviewed and are considered in the pricing attached.

R. Pricing: Please refer to Attachment A.

**ATTACHMENT A
BID FORM**

Submit on **your** letterhead in a form exactly as set forth below. Fill in all blanks by printing or typing, except provide actual seal and signatures where indicated.

BID DATE: **October 30, 2018 at 2:00pm**

To: Washington County Clerk's Office, Attn: Beth Rothermehl
Washington County Courthouse
100 E. Main Street
Brenham, TX 77833

Proposal For: **New Facility for Washington County Road & Bridge, Rural Addressing, and Environmental Services**

PlanNorth Architectural Co.
Project No. **1802PN**

BIDDER NAME: _____

BIDDER hereby acknowledges receipt of the following Addenda: No. ___ Dated: _____

No. ___ Dated: _____ No. ___ Dated: _____ No. ___ Dated: _____

No. ___ Dated: _____ No. ___ Dated: _____ No. ___ Dated: _____

BIDDER hereby declares that he has: a) carefully examined the Bidding Documents; b) a clear understanding of the Bidding Documents; c) personally inspected and is familiar with the project site; and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of afore-referenced project, all in accordance with the Contract Documents dated September 28, 2018 prepared by PlanNorth Architectural Co.

BASE BID A : For all work required by the Contract Documents in Base Bid "A" for the **Office and Shop building extending 5' beyond the foundation edge** , the lump sum of

AMOUNT WRITTEN IN WORDS (THIS GOVERNS)

DOLLARS (\$ _____).
AMOUNT IN FIGURES

BASE BID B : For all work required by the Contract Documents in Base Bid "B" for the **Site work starting 5' beyond the foundation edge**, the lump sum of

AMOUNT WRITTEN IN WORDS (THIS GOVERNS)

_____ DOLLARS (\$_____).

ALTERNATES: For each alternate listed in the Contract Documents, state the Alternate Amount.

A. ALT. NO. 1: Overhead canopy at north side of shop building from column line 9 through 12 & A through B.

This Alternate shall establish the amount to be added to the Base Proposal to provide for the **addition of the metal building, roof and liner, electrical and related trades to furnish the canopy as shown on the contract document.**

In the Amount of:

_____ Dollars (\$_____)
AMOUNT WRITTEN IN WORDS (THIS GOVERNS) (AMT. IN FIGURES)

B. ALT. NO. 2: Tire, Sign and Storage Building

This Alternate shall establish the amount to be added to the Base Proposal to provide **the complete Tire, Sign, and Storage Building as shown on the contract documents**

In the Amount of:

_____ Dollars (\$_____)
AMOUNT WRITTEN IN WORDS (THIS GOVERNS) (AMT. IN FIGURES)

C. ALT. NO. 3:

This Alternate shall establish the amount to be added to the Base Proposal to provide for the **Millwork in rooms 100, 103, 104, & 121 as shown on the contract documents, all other millwork not listed shall be included in the base bid.**

In the Amount of:

_____ Dollars (\$_____)
AMOUNT WRITTEN IN WORDS (THIS GOVERNS) (AMT. IN FIGURES)

D. ALT. NO. 4: Galvanization of PEMB components for entry element, shop canopies and wash bay

This Alternate shall establish the amount to be added to the Base Proposal to provide for **the galvanized coating on the columns, beams, purlins, and other PEMB components for the entry element, shop canopies, and wash bay. Provide priming and painting of non-galvanized components in the base bid.**

In the Amount of:

_____ Dollars (\$_____)
AMOUNT WRITTEN IN WORDS (THIS GOVERNS) (AMT. IN FIGURES)

E. ALT. NO. 5: Pipe fencing at Stockpile area

This Alternate shall establish the amount to be added to the Base Proposal to provide **the pipe rail fencing as shown on the contract documents at the materials stockpiles area.**

In the Amount of:

_____ Dollars (\$_____)
AMOUNT WRITTEN IN WORDS (THIS GOVERNS) (AMT. IN FIGURES)

F. ALT. NO. 6:

HVLS Fans at rooms 211-213

This Alternate shall establish the amount to be added to the Base Proposal to provide for the **High Volume, Low Speed fans and related circuitry (conduit, breaker, & wiring) as scheduled on the Contract Documents.**

In the Amount of:

_____ Dollars (\$_____)
AMOUNT WRITTEN IN WORDS (THIS GOVERNS) (AMT. IN FIGURES)

G. ALT. NO. 7:

Not Used

H. ALT. NO. 8:

Residential Appliances

This Alternate shall establish the amount to be added to the Base Proposal to provide for **the residential appliances as specified in specification section 11 30 13 of the Contract Documents.**

In the Amount of:

_____ Dollars (\$_____)
AMOUNT WRITTEN IN WORDS (THIS GOVERNS) (AMT. IN FIGURES)

I. ALT. NO. 9:

Limestone Base Materials within the limits of the Fenced Materials Stockpile

This Alternate shall establish the amount to be added to the Base Proposal to provide **the 6" Limestone base materials and stabilization within the limits of the pipe rail fence at the materials stockpile area.**

In the Amount of:

_____ Dollars (\$_____)
AMOUNT WRITTEN IN WORDS (THIS GOVERNS) (AMT. IN FIGURES)

J. ALT. NO. 10:

18" Building Letters

This Alternate shall establish the amount to be added to the Base Proposal to provide for the **18" Building letters on the exterior of the office building.**

In the Amount of:

_____ Dollars (\$_____)
AMOUNT WRITTEN IN WORDS (THIS GOVERNS) (AMT. IN FIGURES)

UNIT PRICES:

A. Unit Price No. 1: ADD/ DELETE 120V Duplex Receptacle (unit price/each)

01 To include Outlet, cover plate, Electrical box, and 3/4" Conduit/Wiring necessary to the nearest circuit.

In the Amount of: _____ Dollars _____
AMOUNT WRITTEN IN WORDS (THIS GOVERNS) (AMT. IN FIGURES)

- B. **Unit Price No. 2: ADD / DELETE DATA PORT (unit price/each)**
01 To include Electrical box, blank cover plate, ¾” conduit to access above ceiling and a pull string.

In the Amount of: _____ Dollars _____)
AMOUNT WRITTEN IN WORDS (THIS GOVERNS) (AMT. IN FIGURES)

- C. **Unit Price No. 3: ADD / DELETE 3’ wide concrete mow strip at chain-link or pipe fence (unit price/LFT)**
01 To include 3’ wide by 4” deep concrete (3,000psi @28 days) mow strip, #3 rebar@ 16”OCEW.

In the Amount of: _____ Dollars _____)
AMOUNT WRITTEN IN WORDS (THIS GOVERNS) (AMT. IN FIGURES)

- D. **Unit Price No. 4: ADD / DELETE Chipseal pavement cross section (unit price/SY)**
01 To include Chipseal pavement, 6” Flexible Base, and subgrade preparation per detail on C1202.

In the Amount of: _____ Dollars _____)
AMOUNT WRITTEN IN WORDS (THIS GOVERNS) (AMT. IN FIGURES)

- E. **Unit Price No. 5: ADD / DELETE 6” Concrete Pavement (unit price/SY)**
01 To include 6” Concrete pavement, stabilization, and related accessories per detail on C1202.

In the Amount of: _____ Dollars _____)
AMOUNT WRITTEN IN WORDS (THIS GOVERNS) (AMT. IN FIGURES)

CONTRACT TIME: Bidder agrees, if awarded the Contract, to commence work under this Contract within _____ days from the date of written “Notice to Proceed” and to fully complete all Work required by the Contract Documents within _____ Calendar days of issuance of “Notice to Proceed”.

REJECTION OF BIDS: Bidder understands that the Owner reserves the right to reject any or all bids, to accept or reject any Alternates(s) or combination(s) of Alternates, to waive any informality or irregularity in bidding, and to accept any bid which, in the Owner’s judgment, is in the Owner’s best interest, as permissible and with strict compliance to applicable law in the State of Texas.

WITHDRAWAL OF BID: Bidder agrees that this Bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the date and time scheduled for receipt of Bids.

NOTIFICATION, EXECUTION and COMPLETION: Upon receipt of the Notice of Acceptance of this bid, the Bidder will execute the formal Contract. The Work shall commence within the number of days stated above from the date of issuance of the Notice to Proceed and shall be completed within the Contract time as stated above. Failure to fully complete the project within the durations stated above are subject to liquated damages as outlines in the Contract Documents.

Undersigned certifies that amounts contained in this Bid have been carefully checked and are submitted as correct and final.

Bidder's Firm Name: _____

Organization Type: _____
Corporation/Partnership/Proprietorship, etc.;;
and, if incorporated, state of incorporation

By (Signature): _____

Printed Signature: _____

Title: _____

Legal Address: _____

Telephone: _____

ATTEST (if Bidder is a corporation): _____
Signature of Corporate Secretary

CORP.
SEAL

Attachment B:

Proposal Evaluation Waiver

By submitting a proposal or response, each Proposer/offeror indicated below agrees to waive any claim it has or may have against Washington County (the Owner), Architect, Engineers, Consultants and their respective Commissioners, directors, employees, or agents arising out of or in connection with (1) the administration, evaluation, or recommendation of any proposal or response (2) any requirement under the Request for Proposal or related documents; (3) the rejection of any proposal or response or any part of any proposal or response; and/or (4) the award of a Contract, if any.

The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, with regards to acceptance or rejection of any proposals, and recommendation or award of the contract.

Note: The Statement of Affirmation Must be Notarized.

STATEMENT OF AFFIRMATION

“The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Firm’s Name: _____

Address: _____

Proposer’s Name: _____

Position/Title: _____

Proposer’s Signature: _____

Date: _____

Subscribed and sworn to me on this _____ day of _____ in the year _____

Notary Public

My Commission expires _____

Attachment C:

S. ADDENDA

The undersigned acknowledges receipt of the following addenda issued during the time of Bidding and includes the several changes therein in this Proposal.

No. _____ No. _____ No. _____

Date _____ Date _____ Date _____

Attachment D:

T. CERTIFICATION OF PROPOSAL

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Contractor, and that the contents of this bid have not been communicated to any other Contractor prior to the official opening at **October 30, 2018 at 2PM CST.**

Signed By: _____ Title: _____

Typed Name: _____

Company Name: _____ Phone No. _____

Mailing Address: _____
P. O. Box or Street City State Zip

Employer Identification Number: _____

CORPORATE SEAL IF SUBMITTED BY A CORPORATION END
OF RFP

By signing below, Washington County agrees that this RFP will be awarded to the vendor whose name appears above and both parties agree to the terms and conditions contained herein.

By: Washington County Judge _____
Name (Print) _____

Date _____

Attest: Washington County Clerk _____