

## Invitation To Bid Howard County RFB 2022PL

The Howard County Auditor will accept sealed bids until 10:00 AM on November 16, 2022. This bid is to supply labor, materials and equipment to rehabilitate parking lots at the District Courthouse, County Courthouse and Library work includes removing existing pavement, repairing flexible base, placing new type D hot-mix and restriping parking spaces. The project will also include crack-seal and pavement sealing on two lots at the law enforcement center.

Bids may be mailed to the Howard County Auditor, at P.O. Box 1949, Big Spring, Texas 79721-1949 or delivered to the Auditor's Office, Room 202, Howard County Courthouse. **Mark Sealed Envelope "RFB 2022PL"**

Bids will be opened and reviewed for acceptance by the Commissioner's Court at a special meeting 10:00 AM November 16th. The Court reserves the right to reject any or all bids.

Jackie Olson-Howard County Auditor

## NOTICE TO BIDDERS 2022PL

1. Bids are to be submitted on this form. Be sure to include pages 1-3. Each bid shall be placed in an envelope, sealed and properly identified with the bid title and delivered to the County Auditor's Office before 10:00 A.M., Wednesday, November 16, 2022. Late bids will not be considered under any circumstances. Mark Bids "2022PL".

This is a bid to provide materials, labor and equipment to provide a completed project to Howard County. All questions should be directed to John Cline at (432)-213-1264. Items 9023 and 9024 Are Howard County Specifications, and may reference 2014 TxDOT Standard Specifications. The successful bidder will be notified within 1 business day. The County will send the bidder a contract. **Insurance coverage limits shall conform to the attached Exhibit A.**

2. Howard County Road & Bridge will utilize a County Designated Representative (CDR). This representative will serve as inspector & project manager for the duration of the project. John Cline has agreed to serve as CDR. His many years of experience with Cline Construction make him very well qualified for this position. In the event that the CDR and Contractor cannot agree the Road & Bridge Engineer will serve as referee.
3. **All work shown must be completed on or before March 30, 2022.** Sunday work will only be allowed with permission from the CDR
4. This Project requires a Payment and a Performance Bond. Work shall not begin and no payment will be made before a copy of these bonds are submitted to the Howard County Auditor.
5. The quantities in the proposal are approximate. The quantities of work and materials may be increased or decreased as considered necessary to complete the work as planned and contemplated.
6. The County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in bid. If it is determined that tax was included in the bid, it will not be included in the tabulation or any awards and will be deleted from subsequent invoices.
7. Bids cannot be altered or amended after opening time. Any alterations made before opening time must be signed by the bidder or his agent. No bid can be withdrawn after the opening time without approval of the Commissioners' Court based on reasonable acceptable reason.
8. The County will evaluate the bids and make awards for supplies, materials, services and equipment on the basis of the lowest and best bid, which meet the specifications. Awarded bid will be paid for out of current county funds.
9. The County reserves the right to accept or reject all or any part of any bid and award the bid to best serve the interest of the County.
10. By signing and executing this bid, the bidder certifies and represents to the County that bidder 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 bid.

## **NOTICE TO BIDDERS 2022PL**

11. Bidder further certifies and represents that bidder has not violated any State, Federal, Local Law regulations or ordinance relating to bribery, improper influence, collusion, discrimination or other similar crimes and all items or services provided or delivered under and awarded shall conform hereto.
12. Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit price shall govern.
13. Unless otherwise noted, bid prices must be firm for acceptance 60 days from opening date of bid.
14. Only the three pages of this "Notice To Bidders" are to be considered for acceptance.

## NOTICE TO BIDDERS 2022PL

BID SUBMITTED BY: \_\_\_\_\_

NAME & TITLE: \_\_\_\_\_ PHONE NO: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

BID PRICE :

Item 9023-001 Parking Lot Rehabilitation (District Courthouse) \$ \_\_\_\_\_

Item 9023-002 Parking Lot Rehabilitation (County Courthouse) \$ \_\_\_\_\_

Item 9023-003 Parking Lot Rehabilitation (County Library) \$ \_\_\_\_\_

Item 9024-001 Parking Lot Sealing (Law Enforcement Center) \$ \_\_\_\_\_

Total of All Items Above \$ \_\_\_\_\_

## DISCLOSURE OF CERTAIN RELATIONSHIPS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the County Clerk of Howard County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

A copy of the law is available at:

<https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm>

Frequently ask questions are available at:

<https://www.county.org/TAC/media/TACMedia/Legal/Legal%20Publications%20Documents/2019-Disclosure-of-Certain-Business-Relationships.pdf>

The forms for reporting are available at:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Please turn completed forms to the Howard County Auditor's Office located at 300 Main, Room 202 Big Spring, TX or mail to P.O. Box 1949, Big Spring, TX 79721.



## EXHIBIT A

- A Contractor shall, at all times during the term hereof, maintain such insurance coverage as may be required by County. All such insurance, including renewals, shall be subject to the approval of County for adequacy of protection and evidence of such coverage shall be furnished to County on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled during the performance of Work under this Agreement without thirty (30) calendar days prior written notice to County. Completed Certificates of Insurance shall be filed with County prior to the performance of services hereunder, provided however, that Contractor shall at any time upon request, file duplicate copies of the policies of such insurance with County.
- B If in the judgment of County, prevailing conditions warrant the provision by Contractor of additional liability insurance coverage or coverage which is different in kind, County reserves the right to require the provision by Contractor of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Contractor fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following County's written notice, this Agreement shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

### General Conditions

The following condition shall apply to all insurance policies obtained by Contractor for the purpose of complying with this Agreement:

- 1) Named Insureds: All insurance policies required herein shall be drawn in the name of Contractor, with County, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on Workers' Compensation coverage.
- 2) Waiver of Subrogation: Contractor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against County, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.
- 3) Certificates of Insurance: At or before the time of execution of this Agreement,

Contractor shall furnish County's Risk Manager with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverage and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to County not less than thirty (30) days advance notice in writing of cancellation, non-renewal, or material change in the policy of insurance. In addition, Contractor and insurance company shall immediately provide written notice to County's Risk Manager upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations, or alterations shall be furnished to:

County Engineer at 3604 Old Colorado City Rd, Big Spring Texas 79720.

- 4) Contractor's Liability: The procurement of such policy of insurance shall not be construed to be a limitation upon Contractor's liability or as a full performance on its part of the indemnification provisions of this Agreement. Contractor's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury, or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.
- 5) Subcontractors' Insurance: Contractor shall cause each Subcontractor and Sub-Sub-Contractor of Contractor to purchase and maintain insurance of the types and in the amounts specified below. Contractor shall require Subcontractors and Sub-Subcontractors to furnish copies of certificates of insurance to the County Engineer evidencing coverage for each Subcontractor and Sub-Subcontractor.

### Types And Amounts Of Insurance Required

Contractor shall obtain and continuously maintain in effect at all times during the term hereof, at Contractor's sole expense, insurance coverage as follows with limits not less than those set forth below:

- 1) Commercial General Liability: This policy shall be occurrence-type policy and shall protect Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Contractor's employees) and damage to property of County or others arising out of the act or omission of Contractor or its agents and employees. This policy shall include completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage limits shall not be less than:

\$1,000,000.00 General Aggregate  
\$1,000,000.00 Products Completed Operations  
\$1,000,000.00 Personal & Advertising Injury  
\$1,000,000.00 Each Occurrence  
\$ 100,000.00 Fire Damage (Any one Fire)

- 2) Business Automobile Liability: This policy shall protect Contractor and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage limits shall not be less than:

\$1,000,000.00 Combined Single Limit

- 3) Workers' Compensation and Employer's Liability: If Contractor hires any employees, Contractor shall maintain Workers' Compensation and Employer's Liability insurance, which shall protect Contractor against all claims under applicable state workers' compensation laws and employer's liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers' compensation law. Coverage shall not be less than:

Statutory Amount	Workers' Compensation
\$ 500,000.00	Employer's Liability, Each Accident Employer's
\$ 500,000.00	Liability, Disease - Each Employee Employer's
\$ 500,000.00	Liability, Disease - Policy Limit



HOWARD COUNTY  
ROAD & BRIDGE DEPARTMENT

PLANS OF PROPOSED

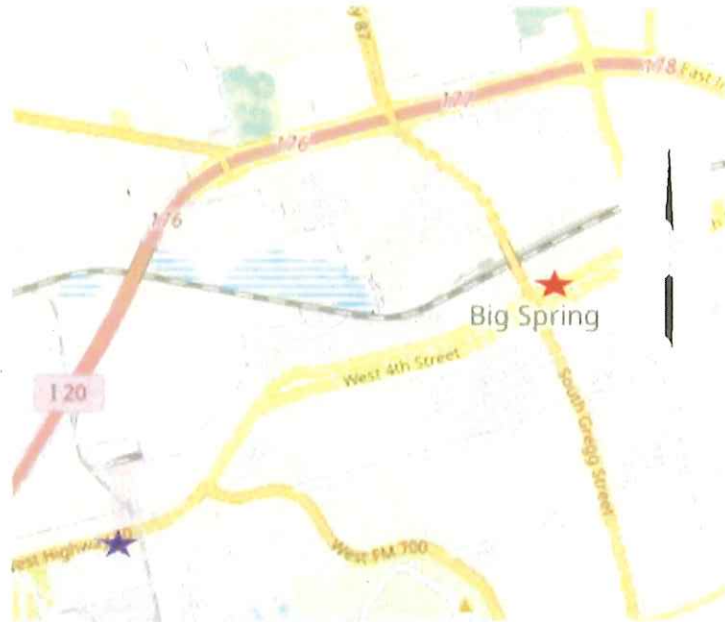
Parking Lot Improvements. At District Courthouse,  
County Courthouse, Library, & Law Enforcement Center



10-31-2022

Date

*Brian J. Klinksiek*  
BRIAN J. KLINSIEK, P.E.



General Location of Both Courthouses & Library (see Pg2)



General Location of Law Enforcement Center (See Pg 3)

- 1 Title Sheet
- 2 Courthouses & Library Map
- 3 Law Enforcement Center Map
- 4 Quantities & General Notes
- 5 District Court Detail
- 6 County Court Details
- 7 Library Details
- 8 Law Enforcement Center Details

*Brian J. Klinksiek*  
Brian Klinksiek, P.E. Submission of NRM Project

*Eddilisa Ray*  
Eddilisa Ray, Prec #1 Concurrence of Proposed NRM Project

*Kathryn Wiseman*  
Kathryn Wiseman, County Judge  
Concurrence of Proposed NRM Project

10-31-2022

Date

10-31-2022

Date

10-31-2022

Date

© 2022



Howard County  
Road & Bridge

Title Sheet

Project #	Precinct	Sheet #
2022PL	1	1



- District Courthouse Parking Lot Item 9023 2" Compacted
- County Courthouse Parking Lot Item 9023 2" Compacted
- Library Parking Lot A Item 9023 2" Compacted
- Library Parking Lot B Item 9023 2" Compacted



10-31-2022

Date

*Brian J. Klinksiek*, P.E.  
BRIAN J. KLINSIEK

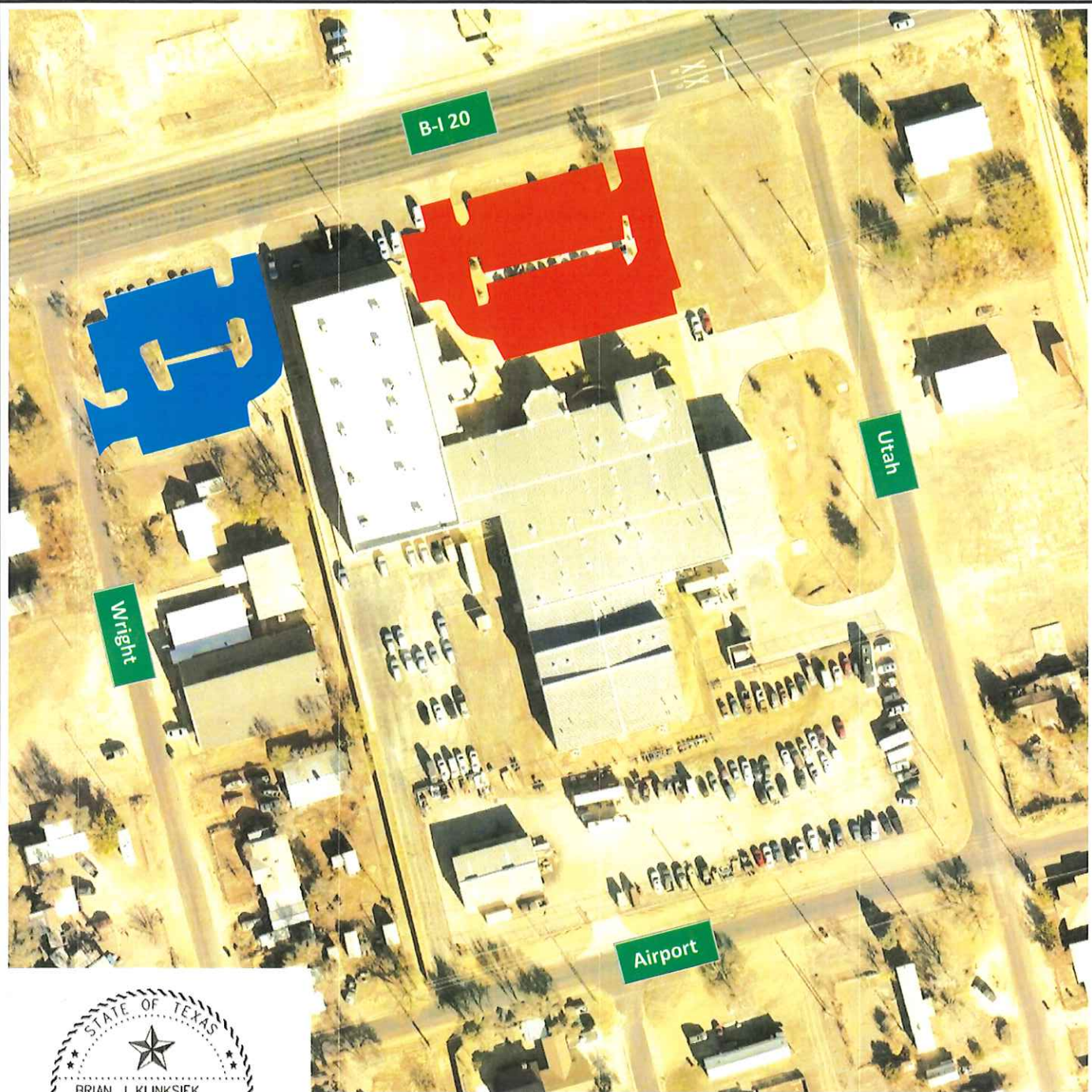
©2022



# Courthouses & Library Map

Project #	Precinct	Sheet #
2022PL	1	2





10-31-2022  
Date

*Brian J. Klinksiek*, P.E.  
BRIAN J. KLINSIEK

- Lot C Item 9024
- Lot D Item 9024

©2022 **Howard County  
Road & Bridge**

## Law Enforcement Center Map

Project #	Precinct	Sheet #
2022PL	1	3



Item	Description	Estimated Area	Std Park	Acces Park	Acces Loading
9023-001	District Courthouse Parking Lot	1163 SY	18	2	1
9023-002	County Courthouse Parking Lot	364 SY	10		
9023-003	Library Parking Lots A & B	1482 SY	21		
9024-001	Law Enforcement Center Lots C	4134 SY	89	3	2

## General Notes

All pages of the bid package must be initialed or signed as indicated for a bid to be considered complete. This package has 3 pages

Reference the Texas Department of Transportation 2014 English Specification Book

Bids will be opened and accepted at 10:00 AM November 16, 2022 in a special session of Howard County Commissioner's Court

**Payment & Performance Bonds are require for this Project.**

Howard County Road & Bridge will utilize a County Designated Representative (CDR). This representative will serve as inspector & project manager for the duration of the project. John Cline has agreed to serve as CDR. His many years of experience with Cline Construction make him very well qualified for this position. In the event that the CDR and Contractor cannot agree the Road & Bridge Engineer will serve as referee.

Monthly progres billing will be allowed. Payment for Material on Hand will also be allowed. Contractor must submit the supplier's invoice to the CDR. The CDR will verify quantity in place within Howard County and check for proper traffic control before submitting the invoice to be paid. Materials so submitted and paid become the property of Howard County.

The Howard County Road & Bridge Yard located at 3604 Old colorado City Road, will serve as the designated stockpile location for all demolished pavement and flexible base. The contractor is free to find alternate locations

Liquidated damges will not be charged. All work must be completed by March 30, 2023. The County intention is to complete each with mimimal disruption to each facility.

**Item 9023 Parking Lot Rehabilitation: All Hot-mix to be Type "D" placed at 2" Compacted.** Payment is by the Location as shown above. Payment includes removal, base repair, new hot-mix, and striping.

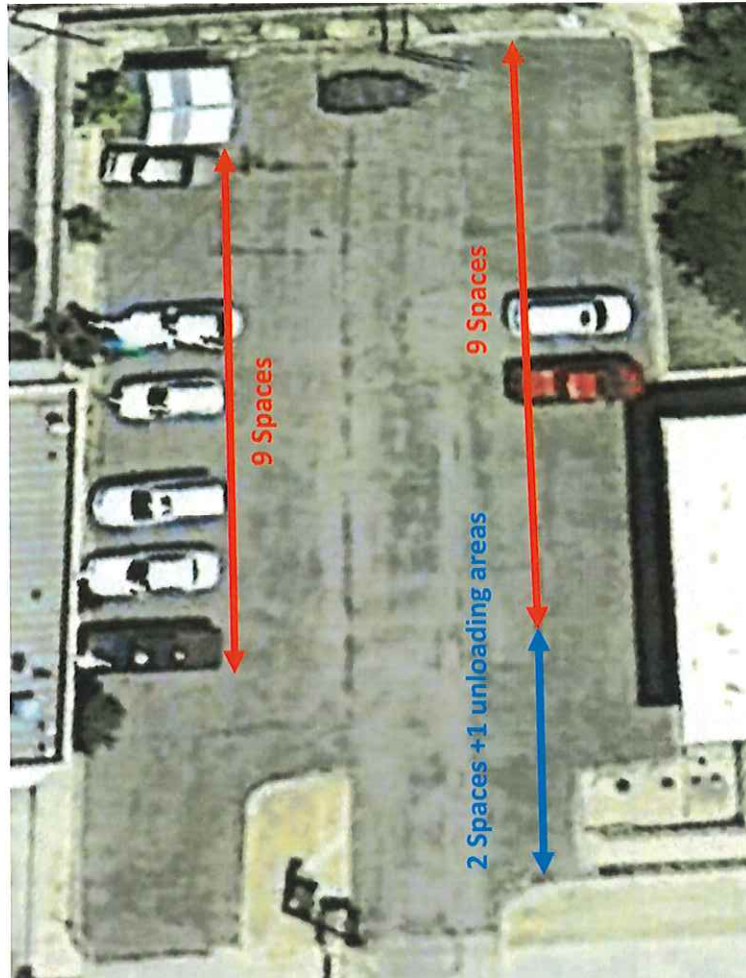
**Item 9024 Parking Lot Seal: Sealant to Gemseal product or equivalent.** Payment is by the Location as shown above. Payment includes crack sealing, sealant, and striping.

©2022  **Howard County  
Road & Bridge**

## Quantities & General Notes

Project #	Precinct	Sheet #
2022PL	1	4





18 Standard Parking Spaces  
 2 Accessible Parking Spaces with symbol  
 1 Accessible loading areas



10-31-2022

Date

*Brian J. Klinksiek*  
 BRIAN J. KLINSIEK, P.E.

©2022



District Court

Detail

Project #	Precinct	Sheet #
2022PL	1	5



10 Standard Parking Spaces



10-31-2022

Date

*Brian J. Klinksiek*, P.E.  
BRIAN J. KLINKSIEK

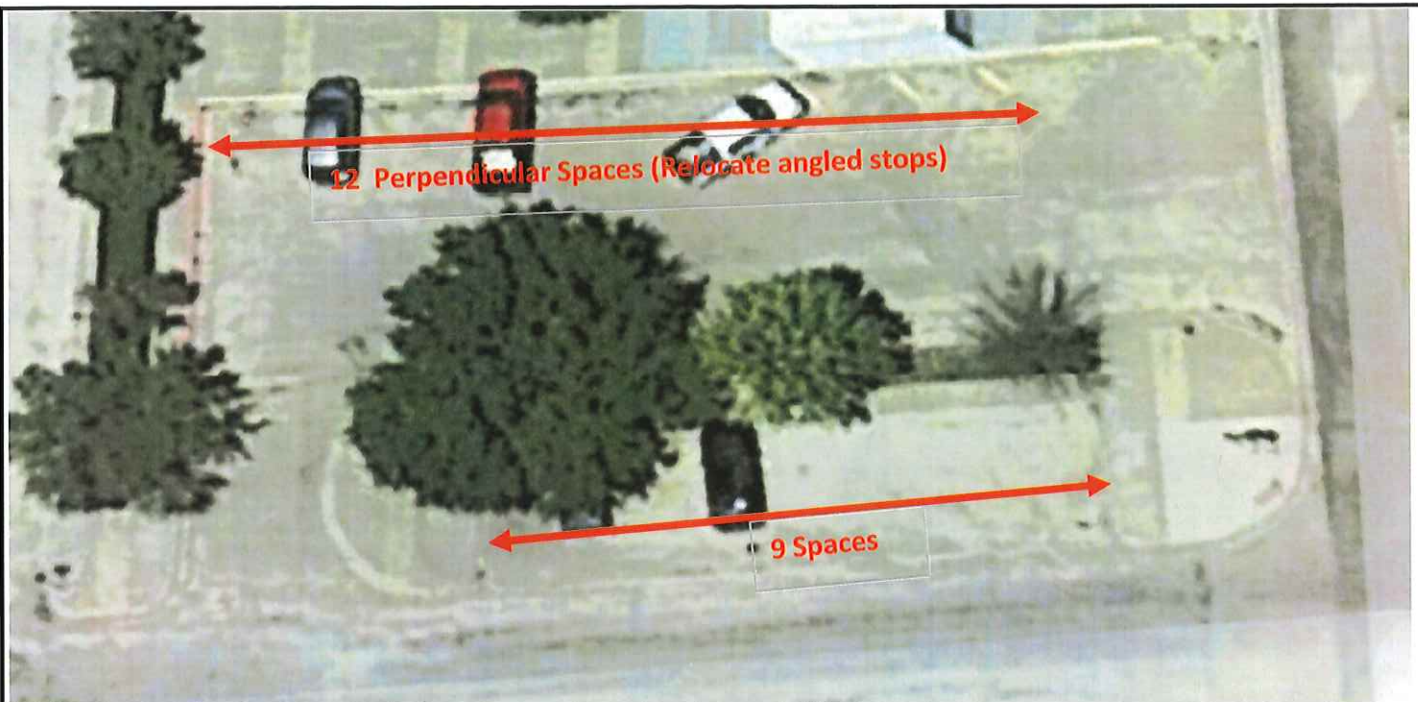
©2022



County Court

Details

Project #	Precinct	Sheet #
2022PL	1	6



Lot A - Estimated 1320 SY  
12 Standard Parking Spaces

Lot B - Estimated 162 SY  
9 Standard Parking Spaces



10-31-2022

Date

*Brian J. Klinksiek*  
BRIAN J. KLINSIEK, P.E.

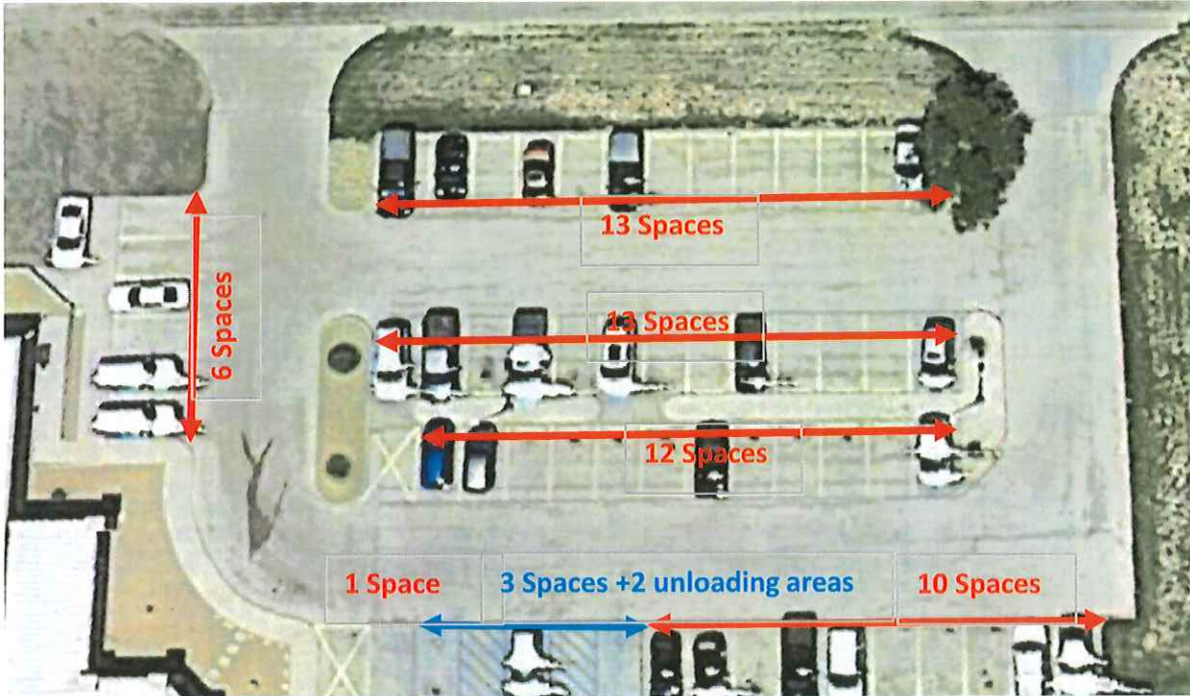
©2022



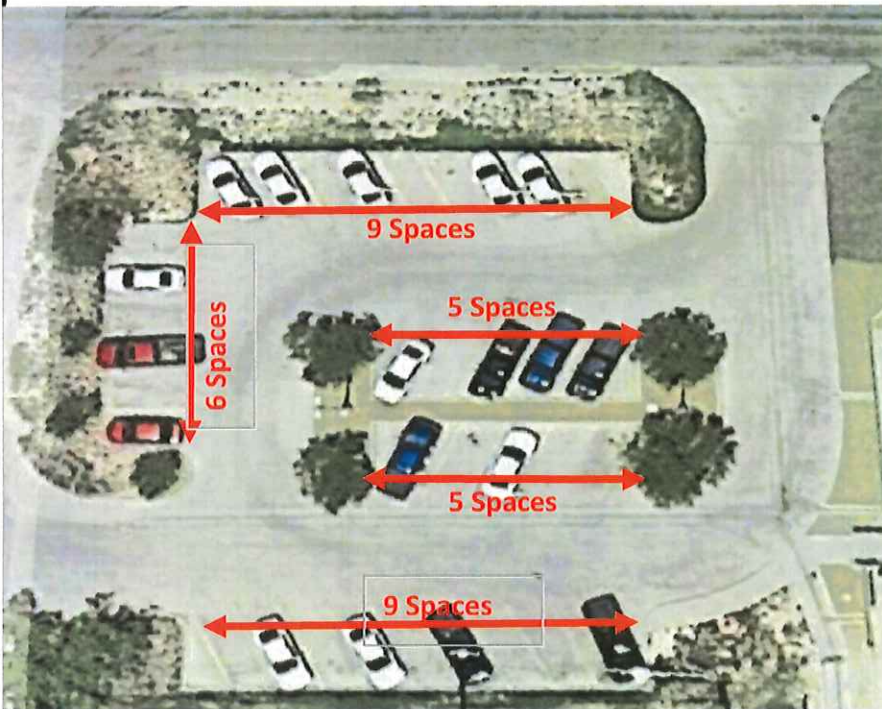
## Library Details

Project #	Precinct	Sheet #
2022PL	1	7





Lot C - Estimated 2404 SY  
 55 Standard Parking Spaces  
 3 Accessible Parking Spaces with symbol  
 2 Accessible loading areas  
 2 no parking areas



Lot D - Estimated 1730 SY  
 34 Standard Parking Spaces



10-31-2022  
 Date

*Brian J. Klinskies*, P.E.  
 BRIAN J. KLINSKIES

©2022

**H** ★ **Howard County**  
**Road & Bridge**

## Law Enforcement Center Details

Project #	Precinct	Sheet #
2022PL	1	8



## Item 9023

### Parking Lot Rehabilitation



#### 1. DESCRIPTION

Furnish all materials, labor and equipment to remove existing pavement, repair flexible base, place new hot mix and re-stripe parking lot.

#### 2. MATERIALS

Furnish uncontaminated materials of uniform quality throughout that meet the requirements of the plans and specifications. Notify the Engineer of all proposed material sources and of changes to material sources. The Engineer will designate the sampling location.

2.1. **Item 247 Flexible Base.** Furnish Flexible Base that meets TxDOT Item 247 Type A, Grade 3 as per the 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

2.2. **Item 310 Prime Coat.** Furnish Prime Coat that meets TxDOT Item 310 as per the 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

2.3. **Item 340 Dense-Graded Hot-Mix Asphalt (Small Quantity).** Furnish Hot-Mix that meets TxDOT Item 340 Type D as per the 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

2.4. **Item 662 Work Zone Pavement Markings.** Furnish Pavement Markings that meet TxDOT Item 662 Non-Removable White 4" Solid, and Non-Removable Blue / White Solid (Symbol) as per the 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

#### 3. EQUIPMENT

Provide all equipment as needed to remove all existing pavement, damaged flexible base, replace flexible base, compact base, place new hot mix, and re-stripe parking places.

#### 4. CONSTRUCTION

4.1. Break-up and remove all existing pavement. Demolished pavement may be hauled to stockpile locations furnished by The County as designated on the plans.

4.2. Remove all damaged flexible base areas as agreed to by the County Designated Representative (CDR). Removed flexible base may be hauled to stockpile locations furnished by The County as designated on the plans. Replace and compact new flexible base. Compaction will be Ordinary Compaction.

4.3. Place prime coat on all repaired areas and as directed by the CDR on remaining base prior to placement of hot-mix.

4.4. Place Type D hot-mix to the limits and depth as shown on the plans.

4.5. Re-stripe all parking spaces using 4" white stripe. Re-stripe all non-parking areas using 4" white stripe. Place blue and white accessible symbols as shown as per the plans. The Engineer and CDR will provide assistance in laying out all spaces and symbols

---

**5. MEASUREMENT**

The work performed, materials furnished, equipment, tools, and incidentals will not be measured

---

**6. PAYMENT**

The work performed, materials furnished, equipment, tools, and incidentals will be paid for by the individual lot as shown on the plans.

## Item 9024

### Parking Lot Sealing



#### 1. DESCRIPTION

Furnish all materials, labor and equipment to crack seal and seal existing pavement, mix and re-stripe parking lot.

#### 2. MATERIALS

Furnish uncontaminated materials of uniform quality throughout that meet the requirements of the plans and specifications. Notify the Engineer of all proposed material sources and of changes to material sources. The Engineer will designate the sampling location.

- 2.1. **Item 9024 Parking Lot Seal.** Furnish Parking Lot Seal that meets GemSeal Product or equivalent .
- 2.2. **Item 662 Work Zone Pavement Markings.** Furnish Pavement Markings that meet TxDOT Item 662 Non-Removable White 4" Solid, and Non-Removable Blue / White Solid (Symbol) as per the 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.
- 2.3. **Item 712 Cleaning and Sealing Joints and Cracks (Asphalt Concrete).** Furnish Cleaning and Sealing Joints and Cracks (Asphalt Concrete) that meets TxDOT Item 712 as per the 2014 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges.

#### 3. EQUIPMENT

Provide all equipment as needed to clean, seal joints and cracks in existing pavement, seal existing pavement surface, and re-stripe parking places.

#### 4. CONSTRUCTION

- 4.1. Clean and seal all cracks and joints as per item 712.
- 4.2. Place fog seal on existing pavement surface as directed by the County Designated Representative (CDR).
- 4.3. Re-stripe all parking spaces using 4" white stripe. Re-stripe all non-parking areas using 4" white stripe. Place blue and white accessible symbols as shown as per the plans. The Engineer and CDR will provide assistance in laying out all spaces and symbols

#### 5. MEASUREMENT

The work performed, materials furnished, equipment, tools, and incidentals will not be measured

#### 6. PAYMENT

The work performed, materials furnished, equipment, tools, and incidentals will be paid for by the individual lot as shown on the plans.