



INVITATION TO BID (ITB)

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a “Sealed Proposal”. Be sure to include the name of the company submitting the Proposal.



SEALED BID ● DO NOT OPEN

BID No. RFB #274-26

FY26 Seal Coat Program

BID OPENING: April 14, 2026 @ 10:00 A.M.

CT For Information Contact:

Hunt County Purchasing Department

(903) 408-4292

thimes@huntcounty.net

Company Name:

Contact Name:

Telephone Number:

Proposals must be delivered to:

Tammy D. Himes

Purchasing Agent

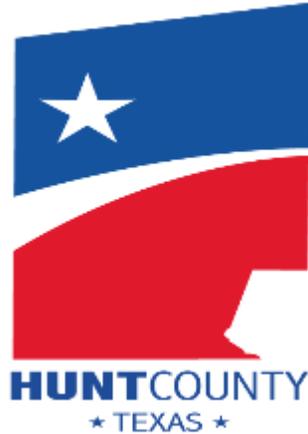
2507 Lee Street, Room 104

Greenville, Texas 75401-1097

COUNTY OF HUNT, TEXAS

**SPECIFICATIONS, CONTRACT DOCUMENTS AND PLANS
FOR**

FY26 SEAL COAT PROGRAM



Bid Number RFB # 274-26

MARCH 2026

**ROADWAY IMPROVEMENTS
TO
FY26 SEAL COAT PROGRAM
BID NUMBER RFB #274-24**

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COUNTY OF HUNT, TEXAS

ROADWAY IMPROVEMENTS

FY26 SEAL COAT PROGRAM

Bid Number RFB # 274-26

INSTRUCTIONS TO BIDDERS

Sealed bids will be received in the office of the Hunt County Purchasing Department, 2507 Lee Street, Room 104, Greenville, Texas 75401 until **2:00 PM CST, Tuesday, April 14, 2026**, at which time bids will be publicly opened and read aloud for furnishing all necessary materials, machinery, equipment, superintendence, and labor for the **FY26 SEAL COAT PROGRAM** for Hunt County, Texas.

This bid is intended to establish a one-year unit-price contract for the Hunt County FY26 Seal Coat Program. Specific road locations and quantities are not known at the time of bidding. Work will be assigned throughout the one-year contract period by written work orders issued by Hunt County. Hunt County does not guarantee a minimum quantity of work under this contract.

Bidders must submit a Bid Bond issued by a bonding company satisfactory to Hunt County, payable without recourse to the order of Hunt County in an amount not less than five percent (5%) of the largest possible bid submitted as a guaranty that Bidder will enter into contract and execute Bond and Guaranty in the forms provided within ten (10) days after Notice of Award of Contract to him. Bids without required bid bond will not be considered.

The successful bidder shall furnish a Performance Bond and Payment Bond in the amount of one hundred percent (100%) of the contract price in accordance with Texas Government Code Chapter 2253. Contracts under \$25,000 are exempt from bonding requirements.

All lump sum and unit prices must be stated in both script and figures on the FORMS PROVIDED. All other forms and signatures are required. Bids not containing the required certification and/or authorized signature will be rejected.

Hunt County reserves the right to reject any or all bids and to waive formalities. In case of ambiguity or lack of clearness in stating prices in the bids, Hunt County reserves the right to consider the most advantageous construction thereof, or to reject the bid. Unreasonable (or “unbalanced”) unit prices will authorize Hunt County to reject any bid.

Pursuant to LGC 262.027, Hunt County intends to award a contract to the responsible Bidder who submits the lowest and best bid. In addition, Hunt County is not obligated to award a contract from this bid process. When determining the responsible bidder, Hunt County reserves the right to consider past performance of the bidder and to reject any bid due to past performance. Hunt County also reserves the right to reject and/or disqualify a bidder who is an interested party in any litigation with the County.

Bidders are expected to inspect the site of work and inform themselves regarding all local conditions affecting the work. **Failure to do so will not relieve the Contractor of responsibility for properly performing the work.**

Contract Documents, Instructions to Bidders, Proposal Forms, Plans and Specifications are on file and copies may be viewed at the Hunt County Purchasing Department, 2507 Lee Street, Room 104, Greenville, Texas 75401-1097.

NOTE: The Time-Date Stamp Clock located in the Hunt County Purchasing Office will serve as the OFFICIAL CLOCK for the purpose of verifying the date and time of receipt of the bid packet. Late bids will not be accepted.

When sent mail, Federal Express, Express Mail, or other delivery services, the sealed bid shall be enclosed in an additional envelope clearly identified on the outside as **“Response to Invitation to Bid”** with bidder’s name, address, BID name, and BID date and time. It is the sole responsibility of the Bidder to ensure timely delivery of bid. Hunt County will not be responsible for failure of delivery service on the part of the U.S. Postal Service, courier services, or any form of delivery services chosen by the bidder. A label is included in this bid packet for your convenience. You may contact the Hunt County Purchasing Office at (903) 408-4292 to verify receipt of your response.

**COUNTY OF HUNT, TEXAS
ROADWAY IMPROVEMENTS
TO
FY26 SEAL COAT PROGRAM
RFB # 274-26**

PROJECT DESCRIPTION

This project shall consist of roadway pavement improvements utilizing a One Course Surface Treatment (Seal Coat) on various Hunt County roads. This is a one-year unit price contract for seal coat work assigned by Hunt County. The work shall be performed on an as-needed basis for a period of one (1) year from the effective date of contract.

The contractor shall furnish all labor, materials, equipment, and incidentals necessary to perform the work in accordance with the specifications below.

Specific road locations and quantities are not determined at the time of bid. Roads to be improved will be identified by Hunt County throughout the contract term. Work assignments will be issued by the County as needed. All work performed under this contract shall be authorized by written work order issued by Hunt County.

Application rates may be adjusted in the field based on existing roadway conditions.

SEAL COAT:

Roadway Surface for this project shall consist of a One Course Surface Treatment with the following specifications of aggregate and asphalt. Typical application rates are as follows:

| LIMITS | Material | Material Specification | Application Rate |
|------------------------------|-----------|----------------------------|------------------|
| Surface Treatment Courses #1 | Asphalt | CRS-2P | 0.40 GAL/SY |
| | Aggregate | TY-PB, GR-4 or TY-PL, GR-4 | 1 CY per 100 SY |

Striping and pavement markers shall be installed as shown on the existing roadway or as directed by the County.

Access by property owners shall be maintained throughout this project. Temporary roadway closures may be permitted for critical work items but must be minimized. The contractor shall notify affected property owners prior to such closures.

Final cleanup of all work areas shall be completed prior to final acceptance.

Prospective bidders shall inspect the site and be familiar with all conditions affecting the work.

**PROPOSAL
TO
HUNT COUNTY, TEXAS
FOR**

**ROADWAY IMPROVEMENTS TO
FY26 SEAL COAT PROGRAM
Bid Number RFB # 274-26**

DATE: _____

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation, that he has carefully examined the Notice to Bidders, Contract Agreement, General Conditions, specifications and the plans therein referred to, and has carefully examined the location, conditions, and classes of materials of the proposed work. The undersigned bidder hereby proposes to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools, materials, and other items incidental to construction that may be necessary to complete all the work upon which he bids, as provided by the attached specifications and shown on the plans, and binds himself on acceptance of this proposal to execute a contract and bonds (where required), according to the accompanying forms, for performing and completing the said work within the time stated, and maintaining same as required by the detailed specifications for the prices stated on the following forms.

Work shall commence within ten (10) days after written notice from Hunt County. This is a one-year unit price contract for seal coat work assigned by Hunt County. Work will be performed as directed by the County through written work orders issued during the one (1) year contract term.

The bidder agrees that the bid bond will be held by the COUNTY as security until a contract is awarded or all bids are rejected. The COUNTY shall have thirty (30) days from the date of bid opening to evaluate bids and make an award. This proposal shall remain firm and shall not be withdrawn for a period of thirty (30) days after the bid opening date. In the event this proposal is not accepted, the bid bond will be returned to the undersigned bidder.

It is understood that the Owner reserves the right to reject any and all bids.

In the event a contract is awarded to the undersigned, the bidder shall, within ten (10) days from the date of Notice of Award, furnish a **Performance Bond** (for the full amount of the contract) and a Payment Bond (where required), and execute the Contract Documents. If the bonds are furnished and the Contract Documents are executed within the time allowed, the **bid bond** shall be returned to the undersigned bidder.

In the event the bidder fails to furnish the required bonds or execute the Contract Documents within the time allowed, the Owner may make demand upon the bid bond and retain the proceeds as payment for damages due to delay and other inconveniences suffered by the Owner.

The undersigned hereby acknowledges that the Owner has established a firm budget amount for this project and that the Owner cannot enter into an agreement that exceeds this established amount. Therefore, the undersigned agrees that the Owner may delete or add certain bid items prior to the award of the contract as required to remain within the project budget. These adjustments to the project scope will have no effect on the unit prices for the remaining bid items.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

NOTE: Prices must be shown in words and figures for each item listed in the proposal and in the event of discrepancy, the words shall control.

Receipt is hereby acknowledged for the following addenda to the contract documents (**Bid No. RFB #274-26**):

| | | | |
|----------------------|-------|----------|-------|
| Addendum No. 1 dated | _____ | Received | _____ |
| Addendum No. 2 dated | _____ | Received | _____ |
| Addendum No. 3 dated | _____ | Received | _____ |
| Addendum No. 4 dated | _____ | Received | _____ |
| Amount of Bid Bond | | \$ | _____ |
| Total Amount of Bid | | \$ | _____ |

Contract Term: One (1) year from the effective date of contract. Work will be performed as directed by Hunt County through written work orders issued during the contract term.

Contractor

By: _____
(please print name)

Signature: _____

Title: _____

Seal and Authorization
(If a corporation)

Address

City, County, State and Zip

Telephone Fax No.

CONTRACT AGREEMENT

STATE OF TEXAS §

COUNTY OF HUNT §

THIS AGREEMENT is made and entered into this _____ day of _____ 20 26 , by and between The County of Hunt and State of Texas, acting through its County Judge, there unto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and _____, of the City of _____, County of _____, State of _____, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

**FY26 SEAL COAT PROGRAM
Bid Number RFB #274-26**

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

The CONTRACTOR agrees to commence work within ten (10) calendar days after written notice from the OWNER. Work will be performed as directed by the OWNER through written work orders issued during the one (1) year contract term, subject to such extensions of time as provided in the General Provisions.

The OWNER agrees to pay the CONTRACTOR _____

_____ Dollars (_____)

in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written (**Bid Number RFB #274-26**).

HUNT COUNTY, TEXAS (Owner)

(Contractor)

By: _____

By: _____

ATTEST

ATTEST:

By: _____

By: _____

The following is to be executed if the CONTRACTOR is a corporation:

I, _____ certify that I am the secretary of the corporation named as CONTRACTOR herein; that _____, who signed this Contract on behalf of the CONTRACTOR is the _____ (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

Corporate Seal

**STATUTORY PERFORMANCE BOND PURSUANT TO CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE
(PUBLIC WORKS)**

(Penalty of this Bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS, That _____
(hereinafter called the Principal), as Principal, and _____
(hereinafter called the Surety), as Surety are held and firmly bound unto the **County of Hunt** (hereinafter
called the Obligee), in the amount of _____
_____ Dollars (\$ _____) for the
payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated
the
_____ day of _____, 20 26 to

FY26 Seal Coat Program – Bid No. RFB #274-26

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at
length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall faithfully perform the work in accordance with the plans, specifications and contract
documents, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of
the Texas Government Code and all liabilities on this bond shall be determined in accordance with the
provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length
herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed this instrument this _____
day of _____, 20 26 .

Principal

By: _____

Title: _____

Address: _____

Surety

By: _____

Title: _____

Address: _____

**STATUTORY PAYMENT BOND PURSUANT TO CHAPTER 2253
OF THE TEXAS GOVERNMENT CODE
(PUBLIC WORKS)**

(Penalty of this Bond must be 100% of Contract Amount)

KNOW ALL MEN BY THESE PRESENTS, That _____
(hereinafter called the Principal), as Principal, and _____
(hereinafter called the Surety), as Surety are held and firmly bound unto the **County of Hunt** (hereinafter
called the Obligee), in the amount of _____
_____ Dollars (\$ _____) for the
payment whereof the said Principal and Surety bind themselves and their heirs, administrators, executors,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated
the
_____ day of _____, 20__ 26 to

FY26 Seal Coat Program – Bid No. RFB #274-26

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at
length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution
of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full
force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of
the Texas Government Code and all liabilities on this bond shall be determined in accordance with the
provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length
herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed this instrument this _____
day of _____, 20__ 26 .

Principal

By: _____

Title: _____

Address: _____

Surety

By: _____

Title: _____

Address: _____

| | | |
|----------------|---|-----------------|
| ACORD ™ | CERTIFICATE OF LIABILITY INSURANCE | DATE (MM/DD/YY) |
|----------------|---|-----------------|

| | |
|----------|---|
| PRODUCER | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. |
| | INSURERS AFFORDING COVERAGE |
| INSURED | INSURER A: |
| | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM,DD,YY) | POLICY EXPIRATION DATE (MM,DD,YY) | LIMITS | |
|--------|--|---------------|----------------------------------|-----------------------------------|-------------------------------------|-------|
| A | GENERAL LIABILITY | | | | EACH OCCURRENCE | \$ |
| | <input checked="" type="checkbox"/> Commercial General Liability | | | | FIRE DAMAGE (Any one fire) | \$ |
| | <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence | | | | MED EXP (Any one person) | \$ |
| | <input checked="" type="checkbox"/> Owner's & Contractor's Protection | | | | PERSONAL & ADV INJURY | \$ |
| | | | | | GENERAL AGGREGATE | \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMP/OP AGG | \$ |
| | <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Location | | | | | \$ |
| A | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | <input checked="" type="checkbox"/> Any Auto | | | | BODILY INJURY (Per person) | \$ |
| | All Owned Autos | | | | BODILY INJURY (Per accident) | \$ |
| | Scheduled Autos | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | Hired Autos | | | | | |
| | Non-Owned Autos | | | | | |
| | GARAGE LIABILITY | | | | AUTO ONLY-EA ACCIDENT | \$ |
| | <input type="checkbox"/> Any Auto | | | | OTHER THAN EA ACC | \$ |
| | | | | | AUTO ONLY: AGG | \$ |
| A | EXCESS LIABILITY | | | | EACH OCCURRENCE | \$ |
| | <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made | | | | AGGREGATE | \$ |
| | | | | | | \$ |
| | Deductible | | | | | \$ |
| | Retention \$ | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC Statutory Limits | Other |
| | | | | | EL EACH ACCIDENT | \$ |
| | | | | | EL DISEASE - EA EMPLOYEE | \$ |
| | | | | | EL DISEASE - POLICY LIMIT | \$ |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSINS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

| | |
|---|--|
| CERTIFICATE HOLDER <input type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER: | CANCELLATION |
| | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. |
| | AUTHORIZED REPRESENTATIVE |

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|----------------------------|--|---------------------------------------|--------------|
| | | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY



Organization Name Israel Boycott Verification

I, _____, the undersigned
representative of _____

_____ (hereafter referred to as company) being
an adult over the age of eighteen (18) years of age, after being duly sworn by the
undersigned notary, do hereby depose and verify under oath that the company named-
above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit, but does not include a sole proprietorship.*

Pursuant to Section 2270.001, Texas Government Code:

(a) This section applies only to a contract that:

1. *Is between a governmental entity and a company with 10 or more full-time employees; and*
2. *Has a value of \$100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.*

Israel Boycott Verification

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

GENERAL CONDITIONS OF THE AGREEMENT

1. OWNER

Whenever the word “OWNER”, or the expression, “Party of the First Part”, or “First Party”, are used in this contract, it shall be understood as referring to Hunt County, Texas.

2. CONTRACTOR

Whenever the word “CONTRACTOR”, or the expression, “Party of the Second Part”, or “Second Party”, is used, it shall be understood to mean the person, persons, co-partnership or corporation who has agreed to perform the work embraced in this contract, or to his or their legal representatives.

3. ENGINEER

Whenever the word “ENGINEER” is used in this contract, it shall refer to the Owner’s authorized representative, which may include a consulting engineer, inspector, project manager, or other representative designated by Hunt County.

4. INTERPRETATION OF PHRASES

Whenever the words “directed, required, permitted, designated, considered necessary, prescribed”, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription, etc., of the ENGINEER is intended; and similarly, the words “approval, acceptable, satisfactory”, or words of like import shall mean approval by or acceptable or satisfactory to the ENGINEER.

Whenever in the specifications or drawings accompanying this agreement, the terms or description of various qualities relative to finish, workmanship, or other qualities of similar kind which cannot, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, the fulfillment of which must depend on individual judgment, then, in all such cases any question of the fulfillment of said specifications shall be decided by the ENGINEER and said work shall be done in accordance with his interpretations of the meaning of the words, terms, or clauses defining the character of the work.

5. ADDENDA

Bidders desiring further information or interpretation of the forms and specifications must request such information from the **Hunt County Purchasing Agent** at least forty-eight (48) hours before the bid opening. Responses to such requests will be issued by written addendum from the Purchasing Agent. All addenda will be posted on the Hunt County website and distributed to all known plan holders and shall become a part of the Contract Documents. No explanation or interpretation other than those issued by written addendum shall be considered official or binding. Any addenda issued at least twenty-four (24) hours prior to the opening of bids will be considered part of the bid documents. The proposal submitted by the CONTRACTOR shall include consideration of all addenda issued by the Purchasing Agent. It is the CONTRACTOR’s responsibility to ensure that all addenda have been received prior to submitting a proposal.

6. EXHIBITS

All work shall be done and all materials furnished in strict conformity with the appended advertisement (Notice to Bidder). “Instructions to Bidders”, “Proposal”, “Specifications”, and “Plans” all of which are hereto attached (or considered as if attached) and are hereby made a part of this contract.

7. INCONSISTENCIES

It is the intent of this contract that all work must be done and all material must be furnished in accordance with these plans and specifications. The specifications, plans, and special provisions are intended to be cooperative and to describe and provide for a complete work. In the event of inconsistencies, calculated or figured dimensions shall govern over scaled dimensions, plans shall govern over specifications, and special provisions shall govern over both specifications and plans.

8. QUANTITIES AND MEASUREMENT

No extra or customary measurements of any kind will be allowed, but the actual length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.

9. ESTIMATED QUANTITIES

This agreement, including the specifications, plans, and estimate, is intended to show clearly the work to be done and material to be furnished hereunder. The estimated quantities of the various classes of work to be done and material to be furnished under this contract are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and the material furnished under this contract may differ somewhat from these estimates and that the basis for payment under this contract shall be the actual amount of such work done and the material furnished.

The CONTRACTOR agrees that he will make no claim for damages, anticipated profits, or any other claim on account of any difference which may be found between the quantities of work actually done, the material actually furnished under this contract, and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should become as much as 25% more than or 25% less than the estimated or contemplated quantity for such items, then either party to this agreement, upon demand, shall be entitled to a revised consideration upon the portion of work above or below 25% of the estimated quantity; such revised consideration to be determined by agreement between the parties, otherwise by the terms of this agreement as provided under EXTRA WORK.

A major item is defined as any individual bid item, included in the proposal, that has a total cost equal to or greater than ten (10) percent of the original contract or \$100,000.00, whichever is less.

The County does not guarantee any minimum quantity of work under this contract.

10. PRICE FOR WORK

In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all work by the CONTRACTOR, and on completion of all work and of the delivery of all material embraced in this contract in full conformity with the specifications and stipulations herein contained, the OWNER agrees to pay the CONTRACTOR the prices set forth in the proposal hereto attached, which has been made a part of this contract, and the CONTRACTOR hereby agrees to receive such prices in full for furnishing all material and all labor required of the aforesaid work, also for all expense incurred by him, and for well and truly performing the same and the whole thereof in the manner and according to this agreement, the attached specifications and requirements of the ENGINEER.

In case of ambiguity or lack of clearness in stating the prices in the proposal the OWNER reserves the right to consider the most advantageous construction thereof and payment of amounts so determined shall be fulfillment of the OWNER'S obligation regarding such payment. In cases of discrepancy between the price written in words and the price written in figures, the price written in words shall govern.

11. PUBLIC SAFETY AND CONVENIENCE

The safety of the public and the convenience of traffic shall be regarded as of prime importance. The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building and construction codes. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent CONTRACTOR.

The CONTRACTOR shall plan and execute his operations in a manner that will cause the minimum interference with traffic. The CONTRACTOR shall secure the OWNER'S approval for the proposed plan of operation and sequence of work prior to beginning construction. If at any time during construction, the approved plan does not accomplish the intended purpose due to weather or other conditions affecting the safe handling of traffic, the CONTRACTOR shall immediately make necessary changes therein to correct the unsatisfactory conditions.

When the work is carried on, in or adjacent to any street, alley or public place, the CONTRACTOR shall, at his own cost and expense, furnish and erect such barricades, fences, lights and danger signals; shall provide such flagmen and watchmen; and shall take such other precautionary measures for the protection of persons or property and of the work as are necessary. All barricades, signs, lights, etc., shall be placed, maintained and operated in accordance with the Texas Manual of Uniform Traffic Control Devices. From sunset to sunrise, the CONTRACTOR shall furnish and maintain adequate warning lights. A sufficient number of barricades shall be erected to keep vehicles from being driven onto or into any work which might be a hazard to the public.

The CONTRACTOR will be held responsible for all damage to the work due to failure of barricades, signs, lights and watchmen to protect it, and when damage is incurred, the damaged portion shall be immediately removed and replaced by the CONTRACTOR at his own cost and expense. The CONTRACTOR'S responsibility for the maintenance of barricades, signs, lights and for providing watchmen, shall not cease until the project has been accepted by the OWNER.

WHERE IT IS NECESSARY TO CLOSE ANY STREET OR ALLEY DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, THE CONTRACTOR SHALL KEEP THE POLICE AND FIRE DEPARTMENT INFORMED AT ALL TIMES OF THE LIMITS OF SUCH CLOSURES AND SUCH STREET OR ALLEY REOPENINGS.

The CONTRACTOR shall provide and maintain flagmen at such points and for such periods of time as may be required to provide for the safety and convenience of public travel and the CONTRACTOR'S personnel and as directed by the OWNER. Flagmen shall be English speaking, courteous, well-informed, physically and mentally able to effectually perform their duties, and shall be neatly attired and groomed at all times when on duty.

It shall be the entire responsibility of the CONTRACTOR to provide for ingress and egress to private property, all as specified herein or as directed by the OWNER. At no time during the period of construction will driveways be left impassable more than a 6-hour period. The CONTRACTOR shall be required to knock down base material, to fill subgrade, and otherwise adjust driveways so as to maintain ingress and egress for all businesses and residents.

Except as otherwise provided above or elsewhere in the contract, these provisions for providing access, detouring traffic, flagmen, etc., will not be paid for directly but shall be considered as incidental to the overall project.

12. RIGHT-OF-ENTRY

The OWNER reserves the right to enter the property or location on which the work herein contracted for is to be performed, constructed, or installed, by such agent or agents as it may elect, for the purpose of inspecting the work, or for the purpose of performing or constructing such collateral work as said OWNER may desire.

13. KEEPING OF PLANS AND SPECIFICATIONS

The CONTRACTOR shall be furnished with five copies of all plans, profiles, and specifications without expense to him, and shall keep one copy of the same constantly accessible on the work.

14. LINES AND GRADES

Horizontal control and benchmarks shall be furnished by the ENGINEER. All other staking necessary to establish lines and grades required to construct the work shall be provided by the CONTRACTOR. Whenever necessary, work shall be suspended to permit this work, but such suspension will be as brief as practicable, and the CONTRACTOR shall be allowed no extra compensation therefor. The CONTRACTOR shall give the ENGINEER ample notice to establish horizontal control and benchmarks. All stakes, marks, etc., shall be carefully preserved by the CONTRACTOR, and in case of careless or negligent destruction, loss, disturbance or removal by him or his employees, such stakes, marks, etc., shall be replaced by the ENGINEER at the CONTRACTOR'S expense. This charge shall be at the current hourly rate for such services or at the minimum rate of \$150.00 per hour per survey party, plus expenses required to replace the stakes. Such charges shall be deducted from the money due the CONTRACTOR. Electronic files, where applicable, will be provided to CONTRACTOR's Surveyors.

15. SUBSURFACE INFORMATION, EXISTING UTILITIES

Subsurface information, including the existence and location of underground utilities, borings and other data shown is for the general information of the bidders, and is not guaranteed. The OWNER will make every effort to have underground utilities and services lowered below subgrade ahead of street excavation. Street structures shall be adjusted by the CONTRACTOR. The CONTRACTOR shall notify all public utilities and request field location and verification of all utilities and lines prior to excavation.

Excavation in the vicinity of existing structures and utilities shall be carefully done by hand. The CONTRACTOR shall be liable for maintenance and protection of existing utilities and street structures and for repair of any damage thereto.

In case it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with until so ordered by the ENGINEER. The right is reserved to all public utilities to enter upon limits of the contract for the purpose of making such changes or repairs of their property as may be necessary for performance under this contract. The OWNER reserves the right to enter upon the sewer and water lines and appurtenances, repairing structures, etc., and for making other repairs, changes or extensions to any property of the OWNER.

Service lines from utility mains which interfere with machine trenching methods shall be "jumped" and the resulting "plug" excavated by hand methods; or at the option and expense of the CONTRACTOR, these services may be cut to allow machine excavation and then immediately restored to service. Services which are cut and replaced must be approved by the Inspector before they are covered with backfill.

Where existing sewers are to be temporarily taken up or removed, the CONTRACTOR shall, at his own cost and expense, provide and maintain temporary outlets and connections for all private or public drains and sewers. The CONTRACTOR shall take care of all sewage and drainage which will be received from these drains and sewers, and shall provide and maintain at his own expense adequate pumping facilities, troughs, pipes, channels, temporary outlets, diversions, or other structures until the permanent connections and lines are completed and in service. The CONTRACTOR shall satisfactorily dispose of any water, drainage, sewer, nuisance or unsanitary conditions.

Where existing sewer or drains are damaged or broken by the CONTRACTOR, the CONTRACTOR shall repair the broken line immediately with approved sewer pipe and shall disinfect any contaminated ditch or

surrounding ground with disinfecting agent. No new material shall be installed until all contaminated ground, ditch and/or material have been properly disinfected. No pay will be allowed for this disinfection.

All utility poles, guy wires and meters which interfere with the construction of this project will be removed by others without cost to the CONTRACTOR.

The removal and/or replacement of signs, fences, trees, and other minor items shall be the responsibility of the CONTRACTOR and will not be measured for payment, but shall be considered as subsidiary items to the work.

16. WATER FOR CONSTRUCTION

The CONTRACTOR shall pay for County water at regular established rates. The CONTRACTOR shall make all necessary arrangements with the County Water Department for taps, metering, etc, and pay for deposit on fire hydrant meter. The CONTRACTOR shall make the necessary arrangements for securing and transporting all water required in construction, including testing and sprinkling

17. BOND

It is further agreed by the Parties to this contract that the CONTRACTOR shall furnish a Performance Bond in the amount of one hundred percent (100%) of the total contract price for the faithful performance of the work in accordance with this contract, in the form provided for this purpose. This contract shall not become effective until such bond has been furnished and approved by the OWNER. Additionally, the CONTRACTOR shall furnish a Payment Bond in the amount of one hundred percent (100%) of the total contract price for the protection and payment of all claimants supplying labor or materials in the prosecution of the work, as required by Texas Government Code Chapter 2253. This requirement shall not apply to contracts of less than \$25,000.00, as provided by law.

18. INSURANCE

SECTION A. Prior to the approval of *this* contract by the County, the successful CONTRACTOR shall furnish a completed Insurance Certificate to the County, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE COUNTY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE COUNTY.

A. Insurance Coverage Required

SECTION B, The County reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, or the claims history of the industry as well as the CONTRACTOR.

SECTION C. Subject to the CONTRACTOR right to maintain reasonable deductibles in such amounts as are approved by the County, the CONTRACTOR shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at the successful CONTRACTOR's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the County, in the following type(s) and amount(s):

- 1) Workers' Compensation – statutory (see TWCC rule 110.110)
- 2) Employer's liability - \$1,000,000
- 3) Comprehensive Commercial General Liability:

- a. Bodily Injury/Personal Injury - \$1,000,000 per occurrence, \$2,000,000 aggregate
- b. Property Damage - \$1,000,000 aggregate

- 4) Automobile liability:
 - a. Bodily Injury - \$1,000,000 per accident, or \$2,000,000 aggregate
 - b. Property Damage - \$2,000,000 aggregate

- 5) Contractual liability - same limits as above.

B. Additional Policy Endorsements

The COUNTY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the COUNTY, the CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

C. Required Provisions

The successful CONTRACTOR agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- 1) Proof of Insurance: All certificates of insurance will be required in duplicate and filed with the Purchasing Agent at 2507 Lee Street, Room 104, Greenville, Texas 75401-1097.
- 2) Name Hunt County, Texas, its officers, employees, elected officials, and the OWNER'S authorized representative as additional insureds for all applicable coverages.
- 3) All copies of the certificates of insurance shall reference the project name for which the insurance is being supplied.
- 4) The contractor vendor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required coverage(s) and supplies Hunt County with the proper documents verifying such coverage.
- 5) The CONTRACTOR agrees to waive subrogation against Hunt County, Texas, its officers, employees, and elected representatives and the ENGINEER for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance.
- 6) Provide that all provisions of this agreement concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- 7) Provide for **30** days notice to the COUNTY for cancellation, non-renewal, or material change; 10 days for Workman's Compensation change in coverage.

Remove all language on the certificate of insurance indicating that the insurance company or agent/broker will endeavor to notify the County but failure to do so shall impose no obligation or liability of any kind upon the company, its agents, or representatives.

- 8) Provide for an endorsement that the “other insurance” clause shall not apply to Hunt County, Texas.
- 9) For coverages that are only available with claims made policies the required period of coverage will be determined by the following formula: Continuous coverage for the life of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of 5 years which shall begin at the end of the warranty period.

D. Notices

The CONTRACTOR shall notify the County in the event of any change in coverage and shall give such notices not less than 30 days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the County at the following address:

Purchasing Agent
Hunt County
2507 Lee Street, Room 104
Greenville, Texas 75401-1097

SECTION D. Approval, disapproval, or failure to act by the County regarding any insurance supplied by the CONTRACTOR shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the CONTRACTOR from liability.

E. Workers Compensation Insurance For Building or Construction Projects
Texas Workers Compensation Commission Rule 28, §110.110

As required by the Texas Workers’ Compensation Commission Rule ‘28, §110.110, the CONTRACTOR shall accept the following definitions and comply with the following provisions:

Workers’ Compensation Insurance Coverage

1) 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 (TWCC81, 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 Hunt County, Texas.

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 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.

- 2) 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
- 3) The CONTRACTOR must provide one certificate of coverage to Hunt County, Texas prior to being awarded the contract.
- 4) 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 new certificate of coverage with Hunt County, Texas showing that coverage has been extended.
- 5) The CONTRACTOR shall obtain from each person providing services on a project, and provide to Hunt County, Texas:
 - a) a certificate of coverage, prior to that person beginning work on the project, so Hunt County, Texas will have on file certificates of coverage showing coverage for all persons providing services on the project; and –
 - b) no later than seven 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
- 6) The CONTRACTOR shall retain all required certificates of coverage for the Duration of the project and for one year thereafter.
- 7) The CONTRACTOR shall notify Hunt County, Texas in writing by certified mail or personal delivery, within, 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.
- 8) 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.
- 9) The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:
 - a) 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 of its employees providing services on the project, for the duration of the project;
 - b) 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;
 - c) 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;
 - d) obtain from each other person with whom it contracts, and provide to the CONTRACTOR:
 - a certificate of coverage, prior to the other person beginning work on. The project; and

- 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;
 - e) retain all required certificates of coverage on file for the duration of the project, and for one year thereafter;
 - f) notify Hunt County, Texas in writing by certified mail or personal delivery, within 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
 - g) 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.
- 10) By signing this contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing Hunt County, Texas 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.
- 11) The CONTRACTOR's failure to comply with any of these provisions is a breach of contract by the CONTRACTOR which entitles Hunt County, Texas to declare the contract void if the CONTRACTOR does not remedy the breach within ten days after receipt of notice of breach from Hunt County, Texas.

As defined by the Texas Labor Code, Chapter 269, Section 406.096(e), building or construction is defined as:

- a) Erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- b) Remodeling, extending, repairing, or demolishing a structure; or
- c) Otherwise improving real property or an appurtenance to real property through similar activities;

The employment of a maintenance employee who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

19. PROTECTION OF ADJOINING PROPERTY

The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties, in any way encountered or which might be injured or seriously affected by any process or construction to be undertaken under this agreement; for any damage or injury by reason of said progress of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property.

The CONTRACTOR agrees that he will indemnify and save the OWNER harmless from all claims growing out of the lawful demands for claims for said damage.

When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails to do so, then the OWNER may, at the option of the CONTRACTOR, either pay unpaid bills of which the OWNER has written notice, or direct or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER, to either the CONTRACTOR or his Surety.

20. INDEMNIFICATION PROVISION

The OWNER shall not be liable for or responsible for, and the CONTRACTOR shall indemnify and hold harmless the OWNER to the fullest extent permitted by law from and against any and all claims, damages, losses, or expenses arising out of or resulting from the performance of the work under this contract, provided such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or injury to or destruction of tangible property caused in whole or in part by any act or omission of the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR.

21. PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT, AND SUPPLIES

The CONTRACTOR agrees that he will indemnify and save the OWNER harmless from all claims growing out of the lawful demands of sub-CONTRACTORS, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power, tools, and all supplies, including commissary, incurred in the furtherance of this contract. When so desired by the OWNER, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails to do so then the OWNER may, at the option of the CONTRACTOR either pay unpaid bills, of which the OWNER has written notice, direct or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the OWNER, to either the CONTRACTOR or his Surety.

22. PROTECTION AGAINST ROYALTIES OR PATENTED INVENTIONS

The CONTRACTOR shall protect and save harmless the OWNER from all and every demand for damages, royalties or fees on any patented invention used by him in connection with the work done or material furnished under this contract; provided, however, that if any patented materials, machinery, appliance or invention is clearly specified in this contract, then, and in the event, the cost of procuring the rights of use and legal release or indemnity shall be borne and paid by the OWNER, unless such cost can be determined and included in the bid price at the time the proposal is submitted.

23. TIME AND ORDER OF COMPLETION

It is the intent of this contract that the CONTRACTOR shall perform the work in an orderly and efficient manner so as to provide for the timely completion of each work assignment issued under this contract. Work shall be performed at such times and in such sequence as directed by the OWNER in order to coordinate with other work being performed by the OWNER or others and to minimize disruption to public travel and County operations.

The CONTRACTOR shall commence work within ten (10) calendar days after receipt of written notice to proceed or issuance of a written work order by the OWNER, unless otherwise approved by the OWNER.

All work shall be prosecuted diligently and completed within the time specified in the work order or as otherwise directed by the OWNER.

A calendar day is defined as any successive day of the week or month, including weekends and holidays.

A working day is defined as a calendar day, excluding Saturdays, Sundays, and legal holidays, during which weather or other conditions not under the control of the CONTRACTOR permit the performance of the principal units of work for a continuous period of not less than seven (7) hours between the hours of 7:00 a.m. and 6:00 p.m. Nothing herein shall prohibit the CONTRACTOR from working on Saturdays with prior approval of the OWNER.

A legal holiday shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve, and Christmas Day.

Work on Sundays or legal holidays shall not be permitted except in cases of emergency and only with prior written approval of the OWNER.

Work shall be performed only upon issuance of a written work order by the OWNER, and quantities may vary from the estimated quantities shown in the proposal.

24. EXTENSION OF TIME

Should the CONTRACTOR be delayed in the completion of the work by any act or neglect of the OWNER or ENGINEER, or of any employee of either, or by other CONTRACTORS employed by the OWNER, or by changes ordered in the work, or by strikes, lockouts, fire and unusual delays by common carriers, and unavoidable cause or causes beyond the CONTRACTOR'S control or by any cause which the OWNER shall decide justifies the delay, then an extension of time shall be allowed for completing the work, sufficient to compensate for the delay. The amount of the extension is to be determined by the OWNER, provided, however, that the CONTRACTOR shall give the OWNER prompt notice in writing of the cause of such delay.

25. HINDRANCES AND DELAYS

No charge shall be made by the CONTRACTOR for hindrances or delays from any cause (except where the work is stopped by order of the OWNER) during the progress of any portion of the work embraced in this contract. In case said work shall be stopped by act of the OWNER, then such expense, as in the judgment of the ENGINEER is caused by such stopping of said work, shall be paid by the OWNER to the CONTRACTOR.

26. LIQUIDATED DAMAGES FOR DELAY

Time is of the essence in the completion of this contract because the completion of this contract will enable the OWNER to provide and/or improve certain county services for which there is a substantial and immediate need. While it is difficult to determine the exact amount of damages which the OWNER and the citizens and taxpayers of Hunt County, Texas may suffer as a result of any delay in the completion of this contract, it is recognized by all parties to this contract that such damages will occur in the event of failure to complete this contract within the above specified time. Accordingly, for each and every day this contract remains in an unfinished state after the expiration of the time for completion specified herein, the OWNER shall withhold and deduct from the CONTRACTOR'S total compensation and payment under this contract the sum per day given in the following schedule, as liquidated damages.

| <u>Amount of Contract</u> | | <u>Amount of Liquidated Damages</u> | |
|---------------------------|----------------|-------------------------------------|---------|
| Less than | \$5,000.00 | \$60.00 | Per Day |
| \$5,000.00 to | \$14,999.99 | \$80.00 | Per Day |
| \$15,000.00 to | \$24,999.99 | \$100.00 | Per Day |
| \$25,000.00 to | \$49,999.99 | \$120.00 | Per Day |
| \$50,000.00 to | \$99,999.99 | \$160.00 | Per Day |
| \$100,000.00 to | \$1,000,000.00 | \$500.00 | Per Day |

More than \$1,000,000.00 \$1,000.00 Per Day

This provision is understood to be a good faith attempt to settle upon an estimate of the actual damages that will be suffered by the OWNER as a result of any delay in completing this contract within the above specified time, and this provision is accepted by the CONTRACTOR and the OWNER as such. This provision shall not in any way be construed to impose a "penalty" upon the CONTRACTOR.

27. DAMAGES

In the event the CONTRACTOR is damaged in the course of the completion of the work by the act, neglect, omission, mistake or default of the OWNER or of the ENGINEER, or of any other CONTRACTOR employed by the OWNER upon the work, thereby causing loss to the CONTRACTOR, the OWNER agrees that he will reimburse the CONTRACTOR for such loss. In the event the OWNER is damaged in the course of the work by the act, negligence, omission mistake or default of the CONTRACTOR, or should the CONTRACTOR unreasonably delay the progress of the work being done by others on the job so as to cause loss of which the OWNER becomes liable, then the CONTRACTOR shall reimburse the OWNER for such loss. The OWNER shall not be responsible for damage done by anyone not directly employed by the OWNER.

28. LOSSES FROM NATURAL CAUSES

All losses or damage arising out of the nature of the work to be done, or from the action of the elements or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.

29. INSPECTION

The word "Inspection", or other forms of the word, as used in the contract documents for this project shall be understood as meaning the Owner's agent will observe the construction on behalf of the Owner. The Owner's agent will observe and check the construction in sufficient detail to satisfy himself that the work is proceeding in general accordance with the contract documents, but he will not be a guarantor of the Contractor's performance.

It is agreed by the CONTRACTOR that the OWNER shall be and is hereby authorized to appoint from time to time such Engineers, Supervisors or Inspectors as the said OWNER may deem proper to inspect the material furnished and the work done under this agreement, and to see that the said material is furnished, and said work is done in accordance with the specifications thereof. The CONTRACTOR shall furnish all reasonable aid and assistance required by the Engineer, Supervisors or Inspectors for the proper inspection and examination of the work and all parts of the same. The CONTRACTOR shall regard and obey the directions and instructions of any Engineers, Supervisors or Inspectors so appointed, when the same are consistent with the obligations of this agreement and the accompanying specifications; however, should the CONTRACTOR object to any order by any subordinate Engineer, Supervisor or Inspector, the CONTRACTOR may, within six days, make written appeal to the Engineer for his decision.

30. ENGINEER'S AUTHORITY AND DUTY

It is mutually agreed between the Parties to this agreement that the ENGINEER shall review work in accordance with the provisions of this contract; shall make all explanations as to the meaning and intent of the specifications and drawings; shall give all orders and directions contemplated by this contract; shall determine in all cases the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for; shall determine all questions in relation to said work and the construction thereof, and shall decide in all cases every question which may arise relative to the fulfillments of the contract on the part of the CONTRACTOR. The ENGINEER'S estimate and decision shall be final and conclusive. In case any question shall arise between the parties hereto touching this contract, the

ENGINEER'S estimate and decision shall be condition precedent to the right of the CONTRACTOR to receive any money under this contract.

31. ADEQUACY OF DESIGN

It is understood that the OWNER has selected the ENGINEER named in this agreement to prepare plans and specifications, and all supplements thereto; and agreed that the OWNER will be responsible for the adequacy of the design, sufficiency of the plans and specifications and the safety of the structure, provided the CONTRACTOR has complied with said plans and specifications, all modifications thereof, and additions and alterations thereto, approved by the ENGINEER. The burden of proof shall be upon the CONTRACTOR to show that he has complied with this contract, said plans, specifications, and all modifications thereof, and all additions and alterations thereof.

32. CONTROL OF MATERIAL

The source of supply of materials shall be accepted by the OWNER. Representative samples of the materials proposed to be used, in quantities required, will be submitted for examination and testing in accordance with the methods prescribed by the applicable specifications, and by the agency designated by the OWNER. Only materials conforming to the requirements of these specifications and accepted by the OWNER shall be used in the work. The materials proposed to be used may be inspected or tested at any time during their preparation or use. If the sources of supply which have been approved do not furnish a uniform product or if the product from any source proves unacceptable at any time, the CONTRACTOR shall furnish approved material from other approved sources. No material which after approval has in any way become unfit for use shall be used in the work.

33. CONTRACTOR'S DUTY

The CONTRACTOR shall give personal attention to the faithful prosecution and completion of this work and shall be present either in person or by duly authorized representative on the site of the work continually during its progress. He shall maintain an office on or adjacent to the site of the work, if so required by the Contract Documents.

34. CONTRACTOR'S AGENT

The CONTRACTOR during his absence from the work shall keep a competent superintendent or foreman upon the work, fully authorized to act for him in his absence, and to receive such orders as may be given for the proper continuance of the work, notice to do any work, to alter work, to cease work which the CONTRACTOR is obligated to do, or concerning any imperfections in work or any material furnished, when given to any foreman or agent of the CONTRACTOR in charge of any operation of the work in the absence of the CONTRACTOR shall be considered as notice to the CONTRACTOR, provided any notice given under this paragraph shall be in writing.

35. CHARACTER OF WORKMEN

The CONTRACTOR agrees to employ only orderly, competent and skillful workers to do the work, and whenever the OWNER shall inform the CONTRACTOR in writing that any worker or workers on the work are, in his opinion, incompetent, unfaithful or disorderly, such worker or workers shall be discharged from the work, and shall not again be employed on the same without the OWNER'S written consent.

36. CONSTRUCTION PLANT

The CONTRACTOR shall provide all labor, tools, equipment, machinery and material necessary in the prosecution and completion of this contract where it is not otherwise specifically provided that the OWNER shall furnish the same, and it is also understood that the OWNER shall not be held responsible for the care, preservation, conservation or protection of any material, tools, or machinery or any part of the work until it is finally completed and accepted.

37. SANITATION

Necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such manner and at such points as shall be approved by the OWNER, and their use shall be strictly enforced.

38. RIGHT OF OWNER TO MODIFY METHODS AND EQUIPMENT

If at any time, the methods or equipment used by the CONTRACTOR are found to be inadequate to secure the quality of work or the rate of progress required under this contract, the OWNER may order the CONTRACTOR in writing to increase their safety or improve their character and efficiency, and the CONTRACTOR shall comply with such order.

If at any time, the working force of the CONTRACTOR is inadequate for securing the progress herein specified, the CONTRACTOR shall, if so ordered in writing, increase his force or equipment, or both, to such extent as to give reasonable assurance of compliance with the schedule of progress.

39. CHANGES AND ALTERATIONS

The CONTRACTOR further agrees that the OWNER may make such changes and alterations as to the OWNER may see fit, in the line, grade, form, dimensions, plans, or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction without affecting the validity of this contract and the accompanying bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of work, and the increased work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price established for such work under this contract; otherwise, such additional work shall be paid for as provided under EXTRA WORK. In case the OWNER shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the OWNER shall recompense the CONTRACTOR for any material or labor so used, and for any actual loss occasioned by such change, due to actual expense incurred in preparation for the work as originally planned.

40. TIME OF FILING CLAIMS

It is further agreed by both PARTIES hereto, that all questions of dispute or adjustment presented by the CONTRACTOR shall be in writing and filed with the ENGINEER within a reasonable time after the ENGINEER has given any direction, order or instruction to which the CONTRACTOR desires to take exception. The ENGINEER shall reply to such written exceptions by the CONTRACTOR and render his final decision in writing. Such decisions shall be final and conclusive.

41. EXTRA WORK

The term "extra work" as used in this contract shall be understood to mean and include all work that may be required by the OWNER to be done by the CONTRACTOR to accomplish any change, alteration or addition to the work shown upon the plans or reasonably implied by the specifications, and not covered by the CONTRACTOR's Proposal, except as provided under changes and alterations herein above.

It is agreed that the CONTRACTOR shall perform all extra work under the direction of the OWNER when presented with a written work order; subject, however, to the right of the CONTRACTOR to require a written confirmation of such extra work order by the OWNER. It is also agreed that the compensation to be paid the CONTRACTOR for performing said extra work shall be determined by one or more of the following methods:

- Method A - By agreed unit prices;
- Method B - By agreed lump sum; or

Method C - If neither Methods A or B be agreed upon before the extra work is commenced, then the CONTRACTOR shall be paid the "Actual Field Cost" of the work plus 15%.

In the event said extra work be performed and paid for under Method C, then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, time keepers, mechanics and laborers; and materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such extra work, plus actual transportation charges necessarily incurred, if the kind of equipment or machinery is not already on the job, together with all power, fuel, lubricants, water and similar operating expenses. Also, all necessary incidental expenses incurred directly on account of such extra work, including social security benefits and other payroll taxes and rateable proportions of premiums on construction and maintenance bonds, public liability, property damage, workmen's compensation and all other insurance as may be required by any law or ordinance, or by the OWNER. The OWNER may direct the form in which accounts of the "actual field costs" shall be kept and may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise, these matters shall be determined by using 90% of the latest schedule of equipment ownership expense adopted by the Associated General Constructors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the written extra work order. The 15% of the "actual field cost" to be paid the CONTRACTOR shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the CONTRACTOR'S camp or field office must be maintained and operated the same shall be included in the "actual field cost".

No claim for extra work of any kind will be allowed unless ordered in writing by the OWNER. In case any orders or instructions, either oral or written, appear to the CONTRACTOR to involve extra work for which he should receive compensation, he shall make written request to the OWNER for written order authorizing such extra work. Should a difference of opinion arise as to what does or does not constitute extra work, or as to the payment thereof, and the ENGINEER insists upon its performance, the CONTRACTOR shall proceed with the work after making written request for written order and shall keep an accurate account of "actual field cost" thereof, as provided under Method C.

42. ASSIGNMENT AND SUBLETTING

The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this contract and that he will not assign by power of attorney or otherwise, nor sublet said contract without the written consent of the OWNER, and that no part or feature of the work will be sublet to anyone objectionable to the ENGINEER, or the OWNER. The CONTRACTOR further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the CONTRACTOR from his full obligations to the OWNER as provided by this agreement.

43. ABANDONMENT BY CONTRACTOR

In case the CONTRACTOR should abandon and fail or refuse to resume work within 10 days after written notification from the OWNER, or if the CONTRACTOR fails to comply with the orders of the OWNER when such orders are consistent with this contract, or with this agreement, or with the specifications hereto attached, then and in that case, the Surety on the bond shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR.

After receiving said notice of abandonment, the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by OWNER or Surety on the construction bond, or another CONTRACTOR, in completion of the work, and the CONTRACTOR shall not receive any rental or credit therefor (except when used in connection with extra work, where credit shall

be allowed as provided for under EXTRA WORK); it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In case the Surety should fail to commence compliance with the notice for completion hereinbefore provided for, within 10 days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

- A) The OWNER may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as said OWNER may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, material and supplies to said CONTRACTOR and the expenses so charged shall be deducted and paid by the OWNER out of such moneys as may be due, or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said CONTRACTOR, then the CONTRACTOR and/or his Surety shall pay the amount of such excess to the OWNER; or
- B) The OWNER, under sealed bids, after 5 calendar days notice, published one or more times in a newspaper having a general circulation in the county of the location of the work, may let a contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the OWNER under this new contract as compared to what would have been the cost under this contract, such increase shall be charged to the CONTRACTOR and the Surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this contract, the CONTRACTOR and/or his Surety shall be credited therewith.

When the work shall have been substantially completed, the CONTRACTOR and his Surety shall be so notified and certificates of completion and acceptance, as provided in FINAL COMPLETION AND ACCEPTANCE shall be issued. A complete itemized statement of the contract accounts, certified to by the ENGINEER as being correct, shall then be prepared and delivered to the CONTRACTOR and his Surety whereupon the CONTRACTOR and/or his Surety, or the OWNER as the case may be, shall pay the balance due as reflected by said statement within 15 days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the OWNER had the work been completed by the CONTRACTOR under the terms of this contract; or when the CONTRACTOR and/or his Surety shall pay the balance shown to be due by them to the OWNER, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the CONTRACTOR and/or Surety, should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or his Surety fail to pay the amount due the OWNER within the time designated herein, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the CONTRACTOR and/or his Surety at the respective address designated in this contract; provided however, that actual written notice given in any manner will satisfy this condition. After mailing or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his Surety subject only to the duty of the OWNER to exercise ordinary care to protect such property. After 15 days from the date of said notice, the OWNER may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the CONTRACTOR and his Surety. Such sale may be made at either public or private sale, with or without notice, as the OWNER may elect. The OWNER shall release any machinery, equipment, tools, materials or supplies, which remain on the work, and belong to persons other than the CONTRACTOR, or his Surety, to their proper owners.

44. ABANDONMENT BY OWNER

In case the OWNER shall fail to comply with the terms of this contract, and should fail or refuse to comply with said terms within 10 days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and remove there from all machinery, tools, and equipment and all materials on the ground that have not been included in payments to the CONTRACTOR and have not been wrought into the work. And thereupon the ENGINEER shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR at the prices stated in the attached proposal, the value of all partially completed work at a fair and equitable price, the amount of all extra work performed at the prices agreed upon or provided for by the terms of this contract, and reasonable sum to cover the cost of any provisions made by the CONTRACTOR to carry the whole work to completion and which cannot be utilized. The ENGINEER shall then make a final statement of the balance due to the CONTRACTOR by deducting from the above estimate all previous payments by the OWNER and all other sums that may be retained by the OWNER under the terms of the agreement and shall certify same to the OWNER who shall pay to the CONTRACTOR on or before 30 days after the date of the notification by the CONTRACTOR the balance shown by said final statement as due the CONTRACTOR under the terms of this agreement.

45. PRELIMINARY APPROVAL

No Engineer, Supervisor or Inspector shall have any power to waive the obligations of this contract for the furnishing by the CONTRACTOR of good material, and of his performing good work as herein described, and in full accordance with the plans and specifications. No failure or omission of any Engineer, Supervisor or Inspector to condemn any defective work or material shall release the CONTRACTOR from obligations to at once take out, remove and properly replace the same, at any time prior to final acceptance, upon the discovery of said defective work or material; provided, however, that the ENGINEER shall upon request of the CONTRACTOR, inspect and accept or reject any material furnished, and in event the material has been once accepted by ENGINEER, such acceptance shall be binding on the OWNER, unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered taken up or removed for reexamination by the ENGINEER, prior to final acceptance, and if found not in accordance with the specifications for said work, all expense of removing, reexamination and replacement shall be borne by the CONTRACTOR; otherwise the expense thus incurred shall be allowed as extra work, and shall be paid for by the OWNER.

46. DEFECTS AND THEIR REMEDIES

It is further agreed that if the work or any part thereof, or any material brought on the ground for use in the work or selected for the same, shall be deemed by the OWNER or ENGINEER as unsuitable or not in conformity with the specifications, the CONTRACTOR shall, after receipt of written notice thereof from the OWNER, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with this contract.

47. USE OF COMPLETED PORTIONS OF WORK

The OWNER may, after written notice to the CONTRACTOR, and without incurring any liability for increased compensation to the CONTRACTOR, take over and use any completed portion of the work prior to the final completion and acceptance of the entire work included in the contract, and notwithstanding that the time allowed for final completion has not expired. The CONTRACTOR shall not object to, nor interfere in any way with such occupancy or use after receipt of the OWNER'S written notice.

Immediately prior to such occupancy and use, the OWNER shall inspect such portion of the work to be taken over and shall furnish the CONTRACTOR a written statement of the work, if any, still to be done on such part. The CONTRACTOR shall promptly thereafter complete such unfurnished work to permit occupancy and use on the date specified in the OWNER'S written order, unless the OWNER shall permit specific items of work to be furnished after the occupancy and use by the OWNER. Such use shall act as an acceptance of that portion of the work actually in use, and the CONTRACTOR shall be relieved from

liability therefor EXCEPT IN THE CASE OF DEFECTIVE MATERIAL OR DAMAGE RESULTING FROM THE CONTRACTOR'S OPERATIONS.

The provisions in the last two paragraphs above shall not apply to portions of roads, streets, bridges or detours upon which traffic is diverted to enable the continuation of the contract work. The use by the public of street improvements prior to their completion and formal acceptance shall not be interpreted as being "in use" under this provision. During the period the CONTRACTOR is directing traffic over the base, the surface shall be satisfactorily maintained by the use of sprinkling and blading as required so that no hazard will result. The base course shall be maintained until the wearing surface is placed thereon.

In the event the CONTRACTOR is unreasonably delayed by the OWNER exercising its rights under this section, the CONTRACTOR may submit a request for an extension of time; no claim, however, for additional compensation may be filed.

48. PARTIAL PAYMENTS

The CONTRACTOR shall submit to the OWNER'S representative, on or before the last day of each month, a written estimate of the work completed during that month, including quantities of work performed and the value of acceptable materials delivered to the project site and properly stored for incorporation into the work.

On or before the fifth (5th) day of the following month, the ENGINEER shall review the CONTRACTOR'S estimate and prepare a statement showing, as accurately as practicable, the value of work completed by the CONTRACTOR through the last day of the preceding month. This statement may include the value of approved materials delivered to the project site that are intended for incorporation into the work.

Upon approval of the ENGINEER'S statement, the OWNER shall process payment in accordance with applicable law, including the provisions of the Texas Prompt Payment Act. Payment shall be made for the approved amount of work completed, less retainage, previous payments, and any other sums that may be retained under the terms of this agreement.

The OWNER shall retain ten percent (10%) of the total value of work performed on contracts exceeding \$25,000.00 and less than \$400,000.00, and five percent (5%) of the total value of work performed on contracts of \$400,000.00 or more.

When the work is substantially complete and any remaining delay is due to circumstances beyond the control of the CONTRACTOR, the OWNER may, upon written recommendation of the ENGINEER, authorize payment of a reasonable portion of the retained funds. Final payment shall be made only after completion of all work and satisfaction of the requirements set forth in the section entitled **FINAL PAYMENT**.

49. FINAL CLEANUP

Upon completion of the work and before acceptance and final payment is made, the CONTRACTOR shall clean, remove rubbish and temporary structures from the site of the work, restore in an acceptable manner all property, both public and private which has been damaged during the prosecution of the work, and leave the site of the work in a neat and presentable condition throughout.

Material cleaned from the site of the work and deposited on property adjacent thereto will not be considered as satisfactorily disposed of, unless approved by the OWNER.

No payment will be made for this work, its cost being included in the unit prices bid.

50. FINAL COMPLETION AND ACCEPTANCE

Within 10 days after the CONTRACTOR has given the OWNER written notice that the work has been completed, or substantially completed, the OWNER shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the plans and specifications the ENGINEER shall prepare the request for final payment. In addition, the CONTRACTOR shall provide to the ENGINEER all necessary information for preparation of "As Built" plans as a condition of final payment.

51. FINAL PAYMENT

Upon final acceptance of the completed work, the ENGINEER shall proceed to make final measurement and final statement of the value of all work performed and materials furnished under the terms of this agreement and provide such to the OWNER, who shall pay to the CONTRACTOR on or before the 15th working day after the date of final acceptance the balance due the CONTRACTOR under the terms of this agreement, provided he has fully performed his contractual obligations under the terms of the contract; and said payment shall become due in any event upon said performance by the CONTRACTOR. Final payment for construction contracts amounting to \$25,000 or less and not requiring Performance Bond and Payment Bond will be made in the amount of 90% of the contract price upon completion of the contract work. The final 10% payment will be made 60 days after completion of the construction work.

52. GUARANTEE

The CONTRACTOR shall and hereby does guarantee: (1) all work performed by him directly and all work performed by its SUBCONTRACTORS; (2) that all material and workmanship used in this project are of quality, quantity and character specified; and (3) that any defect due to improper workmanship or material discovered and made known to him within one year of the date of final acceptance of the improvements shall be repaired, replaced, corrected or otherwise made good by him without additional expense to the OWNER. The CONTRACTOR shall, in case of work performed by his SUBCONTRACTORS and where guarantees are required, secure guarantees from said SUBCONTRACTORS and deliver copies of same to the OWNER upon completion of the work.

53. VENUE AND GOVERNING LAW

The PARTIES herein agree that this contract shall be enforceable in the county in which the OWNER'S principal office is located; and if legal action is necessary in connection therewith, exclusive venue shall lie in this county. The terms and provisions of the contract documents shall be construed in accordance with the laws and court decisions of the State of Texas.

54. LAWS AND ORDINANCES

The CONTRACTOR shall at all times observe and comply with all federal, state and local laws, ordinances and regulations, which in any manner affect the contract of the work and shall indemnify and save harmless the OWNER against any claim arising from the violation of any such laws and ordinances whether by the CONTRACTOR or his employees. In case the OWNER is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which, the OWNER may enter into contract, shall be controlling, and shall be considered as part of this contract, to the same effect as though embodied herein.

55. STATE AND LOCAL SALES AND USE TAXES

The OWNER qualifies for exemption from the state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. Therefore, the CONTRACTOR shall not pay such taxes which would otherwise be payable in connection with performance of this contract.

The CONTRACTOR shall issue an exemption certificate in lieu of the tax on the purchase, rental or lease of:

- A) All materials, supplies, equipment and other tangible personal property incorporated into the real property being improved; and
- B) All materials, supplies, equipment and other tangible personal property used or consumed by the CONTRACTOR in performing the contract with the OWNER.

Materials and supplies “used in the performance of a contract” include only those materials actually incorporated into the property being improved and those supplies directly used to incorporate such materials into the property being improved. Overhead supplies and supplies used indirectly or only incidental to the performance of the contract with the OWNER are not included in the exemption.

Under “reasons said purchaser is claiming this exemption” in the exemption certificate, the CONTRACTOR must name the OWNER and the project for which the equipment, material and supplies are being purchased, leased or rented.

56. TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY

HUNT COUNTY, TEXAS will acquire the basic permit to work within the Texas Department of Transportation (TxDOT) right-of-way. The CONTRACTOR will be responsible for the notification of the TxDOT officials of his construction plans and schedules, and shall coordinate his work with the needs and requirements of the TxDOT. The CONTRACTOR shall comply with all special safety precautions and the work shall be made in a manner prescribed by the TxDOT. No separate compensation shall be paid to the CONTRACTOR for highway crossings; the cost thereof shall be considered to be included in the various items.

No work will be permitted within the TxDOT right-of-way on Saturdays or Sundays without prior approval from the OWNER.

57. WAGE RATES

This is a “Public Work” project, as defined in Local Government Code 2258, and as such is subject to the provisions of said Statute.

A worker employed on a public work by or on behalf of Hunt County shall be paid:

1. Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
2. Not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

The CONTRACTOR and each SUBCONTRACTOR shall not pay less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

A contractor or subcontractor who violates Section 2258.022 shall pay to Hunt County, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the contract.

The CONTRACTOR AND EACH SUBCONTRACTOR shall keep a record showing the name and occupation of each worker employed by the contractor or subcontractor and the actual per diem wages paid to each worker in the construction of the contract. The record shall be open to all reasonable hours to inspection by the officers and agents of Hunt County.

DETERMINATION OF PREVAILING WAGE RATES. The general prevailing wage rate of per diem wages for each craft or type of worker needed in the locality in which the public work is located and the prevailing rate for legal holiday and overtime work shall be determined by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §3141–3148), and its subsequent amendments.

HUNT COUNTY, TEXAS
ROADWAY IMPROVEMENTS
TO
FY26 SEAL COAT PROGRAM
BID NUMBER RFB #274-26

SPECIAL CONDITIONS

- | | |
|---|--|
| SC.01 Engineer | SC.16 Project Maintenance |
| SC.02 Location of Project | SC.17 Cleanup |
| SC.03 Scope of Work | SC.18 Testing and Quality Control |
| SC.04 Forms, Plans, & Specifications | SC.19 Coordination With Others |
| SC.05 Time and Order of Completion | SC.20 Use of Explosives |
| SC.06 Qualifications of Bidder and Award of Contract | SC.21 Barricades, Lights and Watchmen |
| SC.07 Copies of Plans and Specifications Furnished | SC.22 Disposal of Waste & Surplus Excavation |
| SC.08 Referenced Specifications | SC.23 Lights and Power |
| SC.09 Trade Names and Materials | SC.24 Superintendence by Contractor |
| SC.10 Permits and Right-of-Way | SC.25 Connections To Existing Facilities |
| SC.11 Property Lines & Monuments | SC.26 Construction Schedule and Projection of Payments |
| SC.12 Existing Structures | SC.27 Examination of Site of Project |
| SC.13 Existing Utilities and Service Lines | SC.28 Construction in Public Roads and Private Drives |
| SC.14 Public Utilities and Other Property To Be Changed | SC.29 Protection of Trees |
| SC.15 Fences, Drainage Channels and Crop Damage | SC.30 Price Escalation |

SC.01 ENGINEER

The term "Engineer" shall mean the Owner's authorized representative designated by Hunt County, which may include a consulting engineer, inspector, project manager, or other representative.

SC.02 LOCATION OF PROJECT

This project is located in Hunt County, Texas. A map showing the work areas is included in the plans.

SC.03 SCOPE OF WORK

The work to be performed under this contract consists of furnishing all materials, labor, supervision, tools, equipment and all incidentals required and performing all work necessary for the construction of Roadway Improvements as described in the Project Description; along with all necessary appurtenances.

SC.04 FORMS, PLANS & SPECIFICATIONS

Forms of Proposal, Contract and Bonds, and Plans and Specifications may be obtained from the office of Director of Purchasing, or the office of the County Engineer.

SC.05 TIME AND ORDER OF COMPLETION

All items of work include under this contract shall be completed within the time designated in the Proposal, which time shall commence on the tenth (10th) day after the issuance of the work order. The work order shall consist of a written request by the Engineer from the Contractor to proceed with the construction of the project.

SC.06 QUALIFICATION OF BIDDER AND AWARD OF CONTRACT

It is the intention of the Owner to award a contract for the work included in this project on the basis of the lowest responsive responsible bid submitted by a qualified bidder meeting all published specifications, as determined by the Owner.

Prior to award of the contract, the bidder shall submit such evidence as the Owner may require to establish the bidder's qualifications to satisfactorily perform the work included in this project. Information that may be required shall include:

1. the bidder's current financial statement including amount of funds readily available to perform the work,
2. a list of equipment available for this project,
3. a list of projects that have been satisfactorily completed by the bidder that are of the same general type as included in this contract, together with the names, addresses and phone numbers of persons familiar with this work,
4. certificate of insurance and,
5. other information that may be pertinent to the bidder's qualifications.

In addition, the following factors may be used to determine if the bidder is a qualified bidder:

- a. Hunt County's previous experience with the products bid.
- b. Bidder's past performance record with Hunt County
- c. Bidder's safety record
- d. Hunt County's evaluation of the bidder's ability to complete the work specific to this contract
- e. Ability of the bidder's to meet specifications published in this ITB
- f. Any other relevant factor specifically listed in the Bid/RFP document

Should the bidder fail to produce evidence satisfactory to the Owner on any of the foregoing points he may be disqualified and the work awarded to the next bidder so qualifying.

SC.07 COPIES OF PLANS AND SPECIFICATIONS FURNISHED

Four (4) sets of plans and specifications shall be furnished to the Contractor, at no charge, for construction purposes.

SC.08 REFERENCED SPECIFICATIONS

Where reference is made in these specifications to specifications compiled by others, such reference is made for expediency and standardization from the material supplier's point of view, and such specifications referred to are hereby made a part of these specifications.

SC.09 TRADE NAMES AND MATERIALS

No material which has been used by the Contractor for any temporary purposes whatever is to be incorporated in the permanent structure without written consent of the Engineer.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion of judgment of the Engineer. Unless otherwise specified all materials shall be of the best of their respective kinds, shall be in all cases fully equal to approved samples and shall never have been used for any temporary purpose whatsoever. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the material, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the Engineer, and the Engineer shall have the right to require the use of such specifically designated material, article or process.

SC.10 PERMITS AND RIGHT-OF-WAY

The Owner will provide rights-of-way for the purpose of construction without cost to the Contractor by securing permits in areas of public dedication or by obtaining easements across privately owned property. It shall be the responsibility of the Contractor, prior to the initiation of construction through private property, to inform the property owner of his intent to begin construction. Before beginning construction in areas of public dedication, the Contractor shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of work, unless otherwise specified herein.

SC.11 PROPERTY LINES & MONUMENTS

The Contractor shall protect all property and right-of-way corner markers, and when any such markers or monuments are in danger of being disturbed they shall be properly referenced and if disturbed shall be reset at the expense of the Contractor.

SC.12 EXISTING STRUCTURES

The plans show the location of all known surface and subsurface structures and service lines. However, the Owner assumes no responsibility for failure to show any or all of these structures on the plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or require the building of such work, provisions for which are not made in the plans and proposal, in which case the provisions in these specification for extra work shall apply.

SC.13 EXISTING UTILITIES AND SERVICE LINES

The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by his construction operations. Where existing utilities or service lines are cut, broken or damaged, the Contractor shall replace the utilities or service lines with the same type of original construction, or better, at his own cost and expense. The Contractor shall contact the utility company prior to construction near their services.

SC.14 PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED

In case it is necessary to change or move the property of any owner or of a public utility, such property shall not be moved or interfered with until authorized by the utility company and approved by the Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the project for the purpose of making such changes or repairs to their property that may be made necessary by the performance of this contract.

SC.15 FENCES, DRAINAGE CHANNELS
AND CROP DAMAGE

Boundary fences or other improvements removed to permit this construction shall be replaced in the same location and left in a condition as good as or better than that in which they were found. No separate pay item has been established for fence removal and replacement. All work and materials required to remove and replace existing fences shall be considered subsidiary to the appropriate bid items.

Where surface drainage channels are disturbed or blocked during construction, they shall be restored to their original condition of grade and cross section after the work of construction is completed.

In locations where the work site is in or adjacent to fields containing crops, the Contractor shall reimburse the Owner of said crops for all damages thereto as a result of activities of the Contractor, except crops which lie within the permanent or construction easement.

SC.16 PROJECT MAINTENANCE

The Contractor shall maintain, and keep in good repair, the improvements covered by these plans and specifications, as well as maintain the existing facilities/roadways within the limits of the project, during the life of the contract.

SC.17 CLEANUP

The Contractor shall at all times keep the job site as free from all material, debris and rubbish as is practicable and shall remove same from any portion of the job site as construction of that portion is completed. No item of work will be considered complete for payment purposes until required cleanup has been performed.

Upon completion of the work, the Contractor shall remove from the site all plant, materials, tools and equipment belonging to him and leave the site with an acceptable appearance. The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver over such materials and equipment in a bright, clean, polished and new-appearing condition.

SC.18 TESTING AND QUALITY CONTROL

a. Testing Materials

Observation of the Contractor's work to determine compliance with the plans and specifications will include testing of material installed on the project. Testing of work performed and materials furnished shall be done by a commercial laboratory employed by the Owner. The Contractor shall use only materials in the work which meet the requirements of the specifications. The County will employ the services of an Engineering Testing Laboratory to make inspections and to sample and test the materials to be used in the work. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials and when requested, shall furnish a complete written statement of the origin, composition, and/or manufacturer of any or all materials that are to be used in the work. All materials not conforming to the requirements of the specifications will be rejected.

Contractor shall submit mix design and materials 14 days prior to commencement of the work.

b. Quality Control

During the construction, the Owner will retain the Engineering Testing Laboratory to perform services related to checking the quality of the work being performed by the Contractor to determine if the improvements are being constructed in accordance with the plans and specifications. This is outside the Contractor's own QA/QC program and testing laboratory, which are required on the project. THIS QUALITY CONTROL SERVICE DOES NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY WITH REGARD TO CONSTRUCTING THE WORK IN ACCORDANCE WITH THE CONTRACT. If the Contractor fails to meet specified conditions, by the second test, further tests to demonstrate compliance with the contract shall be at the expense of the Contractor.

THE CONTRACTOR SHALL GIVE THE ON-SITE REPRESENTATIVE OF THE OWNER SUFFICIENT NOTICE OF HIS INTENTION TO PLACE HOT MIX ASPHALTIC CONCRETE TO ASSURE THE ADEQUATE QUALITY CONTROL OF CONSTRUCTION MATERIALS AND WORKMANSHIP.

c. Testing and Quality Control Services

Testing and Quality Control Services shall include but are not limited to the following:

- Hot Mix Asphaltic Concrete
 - a) Prepare or Check Mix Design
 - b) Provide Full Quality Control at Hot Mix Plant
 - Hot Bin Gradation Tests
 - Air Void
 - Stability and Density Tests
 - Percent Asphalt Content

Make Tests from Samples of Mix

- Extraction
- Gradation
- Percent Asphalt
- Stability and Density Tests
- Make Hot Bin Analysis Every 250 Tons

SC.19 COORDINATION WITH OTHERS

In the event other contractors are doing work in the same area simultaneously with this project, the Contractor shall coordinate his proposed construction with that of the other contractors.

SC.20 USE OF EXPLOSIVES

Use of explosives will not be allowed on this project.

SC.21 BARRICADES, LIGHTS AND WATCHMEN

Where the work is carried on in or adjacent to any street, alley or public place the Contractor shall, at his own cost and expense, furnish and erect such

barricades, fences, lights, and danger signals, shall provide such watchmen, and shall provide such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be painted in a reflective color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The Contractor shall furnish watchmen in sufficient numbers to protect the work.

The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, lights and watchmen to protect it and whenever evidence is found of such damage the Contractor shall immediately remove the damage portion and replace it at his cost and expense. The Contractor's responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen shall not cease until the project shall have been accepted by the Owner.

SC.22 DISPOSAL OF WASTE & SURPLUS EXCAVATION

All trees, stumps, slashings, brush, other debris or deleterious material generated as a part of this work, shall be burned or removed from the property. Any required disposal permits shall be the sole responsibility of the Contractor.

All excavated earth in excess of that required for backfilling shall be removed from the job site and disposed of in a satisfactory manner except in locations where, in the judgment of the Owner, it can be neatly spread over the adjacent area.

Excess excavated earth, acceptable to the County shall be removed from the job site and delivered to one of the Counties Precinct Yards.

SC.23 LIGHTS AND POWER

The Contractor shall provide, at his own expense, temporary lighting and power facilities required for the proper prosecution of the work.

SC.24 SUPERINTENDENCE BY CONTRACTOR

The Contractor shall have on the project at all times, as his agent, a competent Superintendent capable of reading and thoroughly understanding

the plans and specifications and thoroughly experienced in the type of work being performed. The Superintendent shall have full authority to execute orders or directions and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of the Work subcontracted.

SC.25 CONNECTIONS TO EXISTING FACILITIES

Connections to existing facilities which are in service shall be thoroughly planned in advance, and all required equipment, materials, and labor shall be on hand at the time of undertaking the connections. Work shall proceed continuously (around the clock if necessary) to complete connections in the minimum time. Operations of valves or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the Owner.

SC.26 CONSTRUCTION SCHEDULE AND PROJECTION OF PAYMENTS

Prior to starting work, the Contractor shall submit a proposed schedule for the work included herein and shall submit any major revisions to this schedule as the project progresses. This schedule shall provide for completion of the project within the time provided in the specifications.

SC.27 EXAMINATION OF SITE OF PROJECT

Prospective bidders shall make a careful examination of the site of the project, soil and water conditions to be encountered, improvements to be protected, disposal sites for surplus materials not designated to be salvaged materials, and as to method of providing ingress and egress to private properties, and methods of handling traffic during construction of the entire project.

SC.28 CONSTRUCTION IN PUBLIC ROADS AND PRIVATE DRIVES

No public road shall be entirely closed overnight. It shall be the responsibility of the Contractor to build and maintain all weather bypasses and detours, if necessary, and to properly light, barricade and mark all bypasses and detours that might be required on and across the roads involved in the work included in this contract.

The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at driveway entrances located along the roads. Owners or tenants of improvements where access and/or entrance drives are located shall be notified at forty-eight (48) hours and again at twenty-four (24) hours prior to the time the construction will be started at their drive-ins or entrances and informed as to the length of time driveways will be closed, which period shall not exceed six (6) hours. Notice shall be written and delivered to each property.

The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of one year from the date of such reconstruction. In the event the repairs and maintenance are not made immediately to the satisfaction of the Owner, and it becomes necessary for the Owner to make such repairs, the Contractor shall reimburse the Owner for the cost of such repairs.

The Contractor shall, at all times, keep a sufficient width of the roadway clear of dirt and other material to allow the free flow of traffic. The Contractor shall assume any and all responsibility for damage, personal or otherwise, that may be caused by the construction along roads and private drives.

SC.29 PROTECTION OF TREES

The Contractor shall make every reasonable effort to protect all trees along the project right-of-way. When crossing private property no tree outside of the permanent right-of-way of the project, six inches (6") in diameter or larger shall be removed or have limbs trimmed without the approval of the Owner. Clipping or sawing of branches shall be done neatly by an approved method to prevent splitting or tearing of the wood. Pruning paint shall be applied to the newly cut branches. Minor adjustments in alignment will be allowed to protect trees.

SC.30 SC.030 PRICE ESCALATION

The bid prices submitted by the CONTRACTOR shall remain firm for the duration of the contract. No adjustments to the contract unit prices shall be allowed due to increases in the cost of materials, fuel, labor, equipment, transportation, asphalt

products, aggregate, or any other component of the work.

The CONTRACTOR acknowledges that the prices submitted in the proposal include all anticipated costs associated with the work, including potential fluctuations in market prices.

No claims for additional compensation due to escalation of material prices, fuel costs, supply chain disruptions, tariffs, or other market conditions shall be considered by the OWNER after the bid opening.

**GOVERNING STANDARD SPECIFICATIONS
AND MODIFICATIONS TO STANDARD SPECIFICATIONS
FOR THE CONSTRUCTION OF ROADWAY IMPROVEMENTS TO**

FY26 SEAL COAT PROGRAM

**RFB #274-26
HUNT COUNTY, TEXAS**

All construction work for this project shall be performed in accordance with the Texas Department of Transportation Standard Specifications as outlined in the *Texas Department of Transportation 2014 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges*.

STANDARD SPECIFICATIONS:

TxDOT 2014 Standard Specifications specifically applicable to this project are identified as follows:

| <u>ITEM NO.</u> | <u>DESCRIPTION</u> |
|-----------------|--|
| 210 | Rolling |
| 251 | Reworking Base Courses |
| 275 | Cement Treatment |
| 300 | Asphalts, Oils and Emulsions |
| 302 | Aggregate for Surface Treatment |
| 316 | Surface Treatments |
| 502 | Barricades, Signs and Traffic Handling |
| 666 | Reflectorized Pavement Markings |
| 672 | Raised Pavement Markers |

TxDOT 2014 Standard Specifications not listed may be applicable to this project and are included.

MODIFICATIONS TO STANDARD SPECIFICATIONS:

Modification sheets for each of the above standard specifications shall amend, supersede, and take precedence over the standard specifications in those items addressed in the modification sheets. The remainder of each specification shall remain in force.

MODIFICATION TO ITEM 340: DENSE-GRADED HOT-MIX ASPHALT

For this project, Item 340, "Dense-Graded Hot-Mix Asphalt", of the Standard Specifications, is hereby modified with respect to the clauses and clarifications cited below and no other clauses or requirements of this item are waived or changed hereby.

- A. **340.2 Materials:** Recycled Asphalt Shingles (RAS) will not be allowed on this project.
- B. **340.2 Materials, A. Aggregate:** Lightweight or crushed gravel aggregate will not be allowed.
- C. **340.2 Materials, A. Aggregate, 2. RAP:** Recycled Asphalt Pavement (RAP) will be allowed on this project. The maximum amount of RAP allowed in the mix designs for this project shall be 15%.

MODIFICATION TO ITEM 502: BARRICADES, SIGNS AND TRAFFIC HANDLING

For this project, Item 502, "Barricades, Signs and Traffic Handling", of the Standard Specifications, is hereby modified with respect to the clauses and clarifications cited below and no other clauses or requirements of this item are waived or changed hereby.

- A. All traffic control devices and procedures shall conform to the Texas Manual on Uniform Traffic Control Devices (TMUTCD), latest edition, and all applicable federal, state, and local regulations governing traffic control for roadway construction and maintenance activities.

Prior to closing or restricting traffic on any portion of the project, the CONTRACTOR shall furnish, install, and maintain all necessary barricades, warning signs, traffic control devices, temporary removable pavement markings, and other safety devices required for the protection of the public and the work. All traffic control measures shall be maintained at all times, both day and night, throughout the duration of the construction period.
- B. All traffic control devices and procedures shall conform to the Texas Manual on Uniform Traffic Control Devices (TMUTCD), latest edition, and all applicable federal, state, and local regulations governing traffic control for roadway construction and maintenance activities.

Prior to closing any section of the project to traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs and devices, temporary suitable removable land delineation striping and all other applicable requirements at and in the vicinity of all road and bridge construction projects at all times, both day and night during the construction period of the contract. The "Texas Manual on Uniform Traffic Control Devices (TMUTCD) latest edition for Streets and Highways" as adopted in 1980 as revised by the Federal Highway Administration in accordance with Title 23, U.S. code, Section 109 (b), 109 (d), and 402 (1) (latest revision thereof), shall serve as a guideline for the installation and maintenance of barricades and warning devices.

- C. **Responsibility for damage or claims:** The Contractor shall hold harmless the Owner, and all their representatives from all suits, actions or claims of any damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement, or on account of any act of omission by the said Contractor. He shall not be released from said responsibility until the roadway shall have been completed and accepted, and so much of the money due the said Contractor under and by virtue of his contract may be retained by the Owner or his surety may be held until such claims have been settled and suitable evidence to that effect furnished to the Engineer.

END OF SECTION

**GOVERNING STANDARD SPECIFICATIONS
AND MODIFICATIONS TO STANDARD SPECIFICATIONS
FOR THE CONSTRUCTION OF ROADWAY IMPROVEMENTS TO**

FY26 SEAL COAT PROGRAM

**RFB #274-26
HUNT COUNTY, TEXAS**

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STANDARD SPECIFICATIONS:

TxDOT 2014 Standard Specifications specifically applicable to this project are identified as follows:

| <u>ITEM NO.</u> | <u>DESCRIPTION</u> |
|-----------------|--|
| 210 | Rolling |
| 251 | Reworking Base Courses |
| 275 | Cement Treatment |
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| 502 | Barricades, Signs and Traffic Handling |
| 666 | Reflectorized Pavement Markings |
| 672 | Raised Pavement Markers |

TxDOT 2014 Standard Specifications not listed may be applicable to this project and are included.

MODIFICATIONS TO STANDARD SPECIFICATIONS:

Modification sheets for each of the above standard specifications shall amend, supersede, and take precedence over the standard specifications in those items addressed in the modification sheets. The remainder of each specification shall remain in force.

MODIFICATION TO ITEM 340: DENSE-GRADED HOT-MIX ASPHALT

For this project, Item 340, "Dense-Graded Hot-Mix Asphalt", of the Standard Specifications, is hereby modified with respect to the clauses and clarifications cited below and no other clauses or requirements of this item are waived or changed hereby.

- A. **340.2 Materials:** Recycled Asphalt Shingles (RAS) will not be allowed on this project.
- B. **340.2 Materials, A. Aggregate:** Lightweight or crushed gravel aggregate will not be allowed.
- C. **340.2 Materials, A. Aggregate, 2. RAP:** Recycled Asphalt Pavement (RAP) will be allowed on this project. The maximum amount of RAP allowed in the mix designs for this project shall be 15%.

MODIFICATION TO ITEM 502: BARRICADES, SIGNS AND TRAFFIC HANDLING

For this project, Item 502, "Barricades, Signs and Traffic Handling", of the Standard Specifications, is hereby modified with respect to the clauses and clarifications cited below and no other clauses or requirements of this item are waived or changed hereby.

- A. All traffic control devices and procedures shall conform to the Texas Manual on Uniform Traffic Control Devices (TMUTCD), latest edition, and all applicable federal, state, and local regulations governing traffic control for roadway construction and maintenance activities.

Prior to closing or restricting traffic on any portion of the project roadway, the CONTRACTOR shall furnish, install, and maintain all necessary barricades, warning signs, traffic control devices, temporary removable pavement markings, and other safety devices required for the protection of the public and the work. All traffic control measures shall be maintained at all times, both day and night, throughout the duration of the construction period.

- B. **Responsibility for damage or claims:** The Contractor shall hold harmless the Owner, and its representatives from all suits, actions or claims of any damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement, or on account of any act or omission by the Contractor. He shall not be released from said responsibility until the roadway shall have been completed and accepted, and so much of the money due the said Contractor under and by virtue of his contract may be retained by the Owner or his surety may be held until such claims have been settled and suitable evidence to that effect furnished to the Engineer.

END OF SECTION

**SECTION 8000
ALLOWANCE FOR CONSTRUCTION CONTINGENCY**

8000.1 DESCRIPTION

A discretionary allowance has been established in the Bid Proposal for contingencies and extra work that may arise during the construction phase of the project due to the discovery of unknown obstructions or other unforeseen project conditions for which a separate bid item has not been established.

This allowance is not intended to provide payment for items specifically identified as subsidiary to other bid items within the Contract Documents.

Prior to performing any work under this allowance, the Owner, Engineer, and Contractor shall agree in writing on the scope of the extra work and the amount of compensation to be paid.

Expenditure of allowance funds shall be at the sole discretion of the Owner. The allowance may be used in whole or in part as deemed necessary by the Owner. Any unused portion of the allowance will remain with the Owner and will not be paid to the Contractor.

END OF SECTION