



COUNTY OF HARRISON,  
TEXAS

SPECIFICATIONS AND FORMS FOR THE:

**ANNUAL SEAL COAT PROGRAM**

**BID NUMBER: 2026-HCRB-001**

**PREPARED BY:**

**HARRISON COUNTY  
ROAD AND BRIDGE DEPARTMENT**

Eric G. Powell, PE  
County Engineer

March 2026



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## **SECTION 1: ADVERTISEMENT OF BIDS**



**ADVERTISEMENT FOR BIDS**

Sealed bids are requested by the County of Harrison Road and Bridge (“HCRB”) on the herein-described item(s):

***2026 SEAL COAT PROGRAM***

Address bids to the attention of the Purchasing Agent at the following mailing address:

Purchasing Agent  
Harrison County Courthouse  
200 W. Houston St  
1st Floor, Room 107  
Marshall, Texas 75670.

Bids must be in a sealed envelope, with the Bid No., opening date and time, and item(s) to be bid, marked clearly on the lower left-hand corner. Bids will be publicly opened, read aloud, and tabulated at **2:00pm, Wednesday April 15, 2026** in the Purchasing Office, 1<sup>st</sup> Floor, Room 107 located in the Harrison County Courthouse Annex, Marshall, Texas.

Specifications and bid information may be examined or obtained from the Office of the County Purchasing Agent, 200 W Houston St., Suite 107, Marshall Texas, or by calling (903) 935-8412.

The County of Harrison reserves the right to reject any or all bids, waive any or all formalities, and to award a contract to the bidder who provides goods and/or services at the best value for the municipality in accordance with section 252.043 of the Texas Local Government Code.

EEO/M/F/V/H/D

ERIC G. POWELL, PE  
COUNTY ENGINEER  
HARRISON COUNTY ROAD AND BRIDGE  
COUNTY OF HARRISON, TEXAS

Advertising: Sundays, March 29 and April 5, 2026



## **SECTION 2: INFORMATION TO BIDDERS**



## COUNTY OF HARRISON

### Instructions to bidders constituting a part of all inquiries, requests for bids or quotations, and purchase orders issued by the County of Harrison

#### INFORMATION TO BIDDERS

The following conditions apply to this solicitation – unless otherwise noted within the text of the specifications or bid package

1. **FAILURE TO BID:** If unable to bid, please return this Invitation For Bid with a brief explanation on the attached proposal form explaining the reason(s) for failure to submit a bid as requested.
2. **BIDDER'S COPY:** Bidder should keep a duplicate copy of their package for their files.
3. **TAXES:** Any tax from which a county is exempt must not be included in the bid price.
4. **TRADE IDENTIFICATION:** Specify trade name(s) or brand(s) to be offered by bidder.
5. **MATERIAL QUALITY:** All products and/or optional equipment offered in response to this bid request must be new. No items of a demonstrator, leased, reconditioned, rebuilt, repossessed or used nature will be considered.
6. **DESTINATION CHARGES:** All products offered shall be bid F.O.B. final destination (as noted in the specifications) with all delivery charges to be prepaid by the bidder.
7. **PACKAGING:** Bidder must include the cost of boxing and cartage, if required, to prevent damage in shipment.
8. **FIRM PRICING:** All pricing submitted by bidder must be firm forty-five (45) days from the date designated as bid opening date listed on the Invitation to Bid.
9. **INVOICING TERMS AND DISCOUNTS:** Bidder must note payment terms and all discounts allowed for early payment consideration.
10. **DELIVERY:** Bidder should bid best possible delivery, stated in days, from point of award, including Saturday and Sunday.
11. **PROPOSAL FORM:** The bidder's proposal must be submitted on the proposal form provided by the County of Harrison and attached hereto. The proposal must be executed, signed and dated by a duly designated representative or agent of bidder's company.
12. **PROPOSAL CLOSING DATE:** All bids must be delivered to the Office of the County Purchasing Agent, Marshall, Texas and clearly marked as directed and sealed (non-sealed bids will not be accepted) by no later than the stated opening time of the bid opening date designated in Invitation For Bid. All bids received after the designated opening time and date will be returned unopened.
13. **PROPOSAL OPENING:** On the date and at the time specified in the Invitation For Bid, each and every bid will be publicly opened, read aloud and tabulated.
14. **BID ACCEPTANCE:** The County Commissioners' Court of the County of Harrison reserves the right to accept or reject any and all bids, any combination of bids and to waive any informalities therein. If a bid is awarded to the lowest and best bidder by the Commissioners Court, their interpretation of the specifications and qualifications of the bid shall be final.
15. **EVALUATION\BASIS OF AWARD:** The following will apply to the award of this contract:



- A. The County reserves the right to waive bid informalities, to reject any or all bids, and to award to the most responsible bidder making the most satisfying offer to the County.
- B. Contract may be awarded to one (1) contractor, as is most advantageous to County, on an all-or-none basis.
- C. The Contractor may not assign (subcontract) all or part of this contract to **ANY** other person, firm, or corporation without prior consent in writing by the County Manager or his designee.
- D. The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.
- E. In determining the best value for the County, the County may consider:
  - i. the purchase price;
  - ii. the reputation of the bidder and of the bidder's goods or services;
  - iii. the quality of the bidder's goods or services;
  - iv. the extent to which the goods or services meet the municipality's needs;
  - v. the bidder's past relationship with the County;
  - vi. the impact on the ability of the County to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
  - vii. the total long-term cost to the municipality to acquire the bidder's goods or services;
  - viii. any relevant criteria specifically listed in the request for bids or proposals.
  - ix. Number of years in operation
  - x. Kind of company, i.e. corporation, partnership, or sole proprietor. If it is a corporation, please list the

names and addresses of the three (3) top corporate officers. If partnership, please list the names and addresses of the partners.

- xi. Gross revenues for the past two (2) years.
- xii. Largest dollar amount of contract is currently in effect with a business.
- xiii. References from at least three (3) businesses with whom your company has completed similar type work within the last year.
- xiv. Number of employees currently employed.

**16. SYSTEM FOR AWARD**

**MANAGEMENT (SAM):** All suppliers, contractors, subcontractors must be searched on [www.sam.gov](http://www.sam.gov) and cleared (not suspended or debarred) prior to any formal action authorizing the award of a contract to the lowest responsive and responsible bidder.

**17. SPECIFICATIONS**

**ACKNOWLEDGEMENT:** Bidder must complete each specification data sheet in spaces provided on each item that is bid.

**18. RIGHT OF INSPECTION:** The County of Harrison, Texas hereby notifies bidder that samples of items bid, if requested, must be furnished at the bidder's expense and if not destroyed in testing or retained as a standard will be returned on the same terms. Waiver by the County of Harrison, Texas of a request for supply of a sample for testing, in no way constitutes acceptance of all items proposed by bidder.

**19. LIENS:** Bidder agrees to indemnify and save harmless the County of Harrison, Texas against any and all liens and encumbrances for all goods and services which may be provided under this Invitation to Bid, by seller or seller's vendor(s) and if the County of Harrison requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the County of



Harrison.

20. **PRICE FIXING:** In submitting attached Invitation For Bid, bidder thereby certifies that they have not participated in nor been party to any collusion, price fixing or any other agreements with any company, firm or person concerning the pricing on the enclosed bid.
21. **OVERCHARGES:** In submitting attached Invitation For Bid, bidder thereby agrees and assigns to the County of Harrison any and all claims for overcharges associated with this contract which arise under the Antitrust Laws of the United States, 15 U.S.C.A. Sec. 1 et seq. (1973).

22. **GENERAL CONDITIONS:** Failure by vendor to comply with subject specifications and conditions within this Invitation For Bid package will result in a delay in processing invoices.
23. **COMMUNICATIONS REQUIREMENTS:** All questions concerning this Invitation For Bid, Instructions To Bidder or Specifications, must be directed to the County Engineer at (903) 935-4868 or via email at [ericp@co.harrison.tx.us](mailto:ericp@co.harrison.tx.us)



## TERMS AND CONDITIONS

Terms & Conditions Constituting a part of all Inquiries, Requests for Quotations, and Purchase Orders issued by the County of Harrison

### SELLER AND BUYER AGREE AS FOLLOWS:

1. **DEFINITIONS:** As used in these Terms and Conditions “order” shall mean this Purchase Order and all its attachments and exhibits; “materials” means any materials, machinery, equipment, article, item or work provided for in this order; “Seller” means the person, firm or corporation to whom this order is issued; “Purchaser” means the County of Harrison and “Owner” means the person, firm or corporation owning the plant designated as “Client” on the face of the Purchase Order for whom the materials are purchased or leased under this order
2. **ACCEPTANCE OF CONTRACT:** This order is expressly conditioned on Seller’s acceptance of all the terms and conditions hereof. Seller shall be bound by this order and its terms and conditions when it delivers to Purchaser any of the material ordered or performs any of the services referred to herein or receives any payment hereunder.
3. **MODIFICATIONS AND AMENDMENTS:** Purchaser shall have the right to modify this order subject to an adjustment in the price in accordance with the applicable provisions of the Purchase Order, if any, or pursuant to mutual agreement. No agreement or understanding to modify this order shall be binding on the Purchaser unless in writing and signed by the Purchaser or Purchaser’s authorized agent.
4. **ASSIGNMENT AND SUBLETTING:** Seller shall not assign this order or any part hereof or any amounts due hereunder or sublet this order or any part hereof without the written consent of Purchaser.
5. **DELAY OR NON-DELIVERY:** If upon receipt of this order or at any time thereafter it is found that the materials called for cannot be shipped within the time specified in this order, notice thereof must be given immediately to the Department of Purchase by mail or telegraph, together with advice as to the best delivery possible. Failure to make shipment on or before the date specified in this order shall entitle Purchaser at its option to cancel the order, without prejudice to any other rights Purchaser may have as a result thereof.
6. **PATENT INDEMNITY:** Seller hereby warrants that the use of sale of the material delivered hereunder will not infringe claims of any patent covering such materials; (to the extent the design for such materials is not furnished by Purchaser) and Seller agrees to be responsible for and to defend at its sole expense all suits and proceedings against Purchaser and/or Owner based on any such alleged patent infringement and to pay all costs, expenses, judgments and damages which Purchaser or Owner may have to pay or incur by reason of any such suit or proceedings. Notwithstanding the foregoing, Seller does not Warrant against, and shall not be responsible for, claims of patent infringement based solely on the use of such materials in combination with other materials or equipment or in the operation of any process other than such process as may be inherent in the use of such materials.
7. **INSPECTION:** All inspection and tests shall be made as required by the specifications issued by Purchaser. All materials purchased under this order shall



be subject to inspection by Purchaser or a representative of Purchaser at all reasonable times and places before, during and after manufacture. If the face of this order specifically requires Purchaser's inspection, Seller shall advise Purchaser in writing at the address specified on the face of this order, of Seller's final tests and/or inspection at least ten days prior thereto. Purchaser's inspector shall be the only authorized inspection spokesman and all matters, including Owner requirements, shall be handled with Seller through the Purchaser's inspector. No such inspection, and no failure to inspect, shall relieve Seller of any responsibility or liability with respect to such materials nor be interpreted in any way to imply acceptance thereof by Purchaser. Seller shall, if so advised by Purchaser, permit Owner to review from time to time the progress of work here under.

8. **TITLE/RISK OF LOSS:** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point of delivery.
9. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. destination unless delivery terms are specified otherwise in bid. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided. Buyer shall have the right to designate what method of transportation shall be used to ship the goods.
10. **INVOICE AND PAYMENTS:** Buyer's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid-for goods will be returned to Seller

by Buyer.

- F. Do not include Federal Excise, State or County Sales Tax. County will furnish tax exemption certificate if requested.
  - G. No money shall be paid to any person, firm or corporation who is in arrears to the County of Harrison for taxes.
11. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the County of Harrison with a view toward securing or emending, or the making of any determinations with respect to the performing of such contract. In the event this contract is cancelled by Buyer pursuant to this provision. Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
  12. **WARRANTY-PRICE:** The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.
  13. **FORCE MAJEURE:** Neither party shall be held responsible for losses resulting if the fulfillment of any terms or provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable



diligence said party is unable to prevent.

14. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

15. **TAXES, UNEMPLOYMENT BENEFITS, ETC.:** Seller hereby accepts exclusive liability for, and agrees to indemnify Purchaser and/or Owner against liability for, the payment of any and all contributions or taxes for unemployment insurance, old age pensions or annuities or other purposes now or hereafter imposed by the Government of the United States and/or by the Government of any State of the United States, which are in whole or in part measured by and/or based upon the wages, salaries, or other remuneration paid to persons employed by Seller on work in connection with this order.

16. **EXCESS OR INCORRECT MATERIALS:** Materials delivered in error or in excess of the quantity called for may, at Purchaser's option, be returned at Seller's expense.

17. **FAIR LABOR STANDARDS ACT:** Seller warrants that the materials covered by this order have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

18. **OCUPATIONAL SAFETY AND**

**HEALTH:** Seller warrants that the items sold under this order comply in all respects with the Occupational Safety and Health Act of 1970 and all applicable Regulations, Rulings, Orders and Standards promulgated thereunder and Seller agrees to hold Purchaser and Owner harmless from any and all liability, claims, civil fines and penalties including reasonable costs and settlements which may arise out of the failure of the items to meet such requirements.

19. **ANTI-DISCRIMINATION:** Seller, in performing the work required hereunder, shall comply with the provisions of Executive Order 11246 and shall not discriminate against any employee or applicant for employment because of religion, race, color, sex, age or national origin.

20. **PACKING, CRATING AND CARTAGE:** The cost of all special packing, boxing, crating or cartage is included in the price specified on the face of this order unless otherwise specifically agreed to in this order. All packing, boxing, crating and cartage shall conform to the specifications, if any, covering the same that are included in this order.

21. **PUBLICITY:** Seller shall not refer to Owner or Purchaser or any company affiliated with Purchaser in publication form in connection with equipment or services rendered by Seller without the prior written approval of Purchaser.



## FORM 1295 INSTRUCTIONS

Pursuant to newly enacted Section 2252.90 of the Texas Government Code, as of January 1, 2016, any business entity entering into a contract with a local government that requires approval of the governing body must submit a disclosure of interested parties to the local governmental prior to the execution of the contract. The Texas Ethics Commission (TEC) has adopted a form for the disclosure of interested parties (Form 1295) and has created a website application for business entities to submit the required information.

The County of Harrison may not enter into a contract that requires the approval of the County Commission until the business entity that is a party to the contract files a Form 1295 with the Purchasing Manager. The instructions to complete Form 1295 and file it with the County Secretary are as follows:

1. Upon being notified of a bid award, the award recipient (“business entity”) must go to the following website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and follow the login directions on the website application to complete a Form 1295. If this is a business entity’s first time logging on to the website application, the business entity must create a login Username and Password and then follow the application’s instructions to complete a Form 1295.
2. The County does not have a Contract ID Number System. Please insert the project name in this box.
3. Even if a business entity has no interested parties, Form 1295 still must be completed using the website application and filed with the County Secretary.
4. Once confirmation is received that the information has been submitted, the business entity MUST print, sign and notarize the printed out completed Form 1295.
5. The signed and notarized Form 1295 must be filed with the Purchasing Specialist of the County of Harrison within ten (10) business days of the date of notification of the award. The signed and notarized Form 1295 may be scanned and e-mailed to the County Purchasing Specialist ([Purchasing@marshalltexas.net](mailto:Purchasing@marshalltexas.net)) OR mailed or hand-delivered to the address below.
6. Once the County Purchasing Specialist receives the signed and notarized Form 1295, the Purchasing Specialist will submit confirmation of receipt through the TEC website application within thirty (30) days of the filing of Form 1295.
7. This process must be followed for each contract a business entity enters into with the County of Harrison.
8. A Form 1295 cannot be handwritten. It must be completed electronically through the TEC website application.



## **SECTION 3: SPECIAL PROVISIONS**



## SPECIAL PROVISIONS

**BID SECURITY: A bid security is not required.**

### SUPPORTING INFORMATION:

When requested bidders are required to provide technical brochures or pre-published literature sufficient to verify that your products and/or services meet or exceed these specifications. Failure to include supporting data specifically requested may be cause for rejection of your bid.

- **Warranty** - Include warranty information with your bid. Warranties may be a consideration of bid award. Only standard pre-published warranties will be considered.
- **Technical Literature** - Include pre-published drawing, brochures, or engineering data sufficient to ensure that your product meets or exceeds minimums specified.

### INSURANCE:

The Contractor shall secure and maintain throughout the duration of this contract insurance of such types and in such amount as may be necessary to protect himself and the interest of the County against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, it shall be acceptable to the County but regardless of such acceptance it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

Satisfactory certificates of insurance shall be filed with the County prior to starting any construction work on this contract. The certificates shall state that thirty (30) days' advance notice will be given to the County before any policy covered thereby is changed or canceled. The Contractor shall comply with all Federal, State and local laws and ordinances relating to Social Security, Unemployment Insurance, Pensions, etc.

### WORKMEN'S COMPENSATION INSURANCE COVERAGE:

#### A) Definitions:

- **Certificate of coverage ("certificate")** - copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entities' employees providing services on a project, for the duration of the project.
- **Duration of the project** - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- **Persons providing services on the project ("subcontractor" in §406.096)** - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers,



County-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B) The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
- C) The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D) If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E) The contractor shall obtain from each person providing services on a project, and provide them to the governmental entity:
  - 1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F) The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G) The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H) The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I) The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
  - 1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011 (44) for all of its employees’ providing services on the project, for the duration of the project;
  - 2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the



- person providing services on the project, for the duration of the project;
- 3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of certificate of coverage ends during the duration of the project;
  - 4) obtain from each other person with whom it contracts, and provide to the contractor:
    - (a) a certificate of coverage, prior to the other person beginning work on the project; and
    - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - 5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - 6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 7) contractually require each person with whom it contracts, to perform as required by paragraphs 1 - 7, with the certificates of coverage to be provided to the person for whom they are providing services.
- J) By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K) The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

**CONTRACTOR'S LIABILITY INSURANCE:**

Without limiting any of the other obligations or liabilities of the Contractor, its Contractor and each subcontractor, at their own expense, shall, during the term of the contract, purchase and maintain the hereinafter stipulated minimum insurance with companies duly authorized to do business in the State of Texas and satisfactory to HARRISON COUNTY. Certificates of each policy, together with a statement by issuing company to the extent that said policy shall not be canceled without thirty (30) days prior notice being given HARRISON COUNTY, shall be delivered to HARRISON COUNTY before any work is started:

- A) Commercial General Liability (CGL) Insurance, including independent contractor's liability, completed operations and contractual liability, covering, but not limited to, the liability



assumed under the indemnification provisions of this contract, fully insuring CONTRACTOR'S (or subcontractor's) liability for injury to or death of HARRISON COUNTY employees and third parties, extended to include personal injury liability coverage, for damage to property of third parties, with the following limits:

1) **Heavy Construction:** demolition, road repair/construction, utility construction.

General Aggregate	\$2 million
Products Completed/Operations Aggregate	\$2 million
Personal & Advertising Liability	\$1 million
Each Occurrence	\$1 million
Fire Damage	\$50,000
Medical Expense	\$5,000

2) **Light Construction:** cleaning of drainage ditches, parks construction (e.g. ballfields, playgrounds), construction of fences and screening walls, minor utility construction.

General Aggregate	\$600,000
Products Completed/Operations Aggregate	\$600,000
Personal & Advertising Liability	\$300,000
Each Occurrence	\$300,000
Fire Damage	\$25,000
Medical Expense	\$5,000
General Aggregate	\$600,000

The policy shall include broad form property damage coverage extended to apply to completed operations, XCU exclusions removed where applicable. Explosion, Collapse and Underground (XCU) is normally provided as a single unit. Some underwriters will scratch one or two for consideration in the premium. Contractors using explosives shall be required to have the X (explosion) coverage while those who excavate shall have the U (underground) coverage. Contractors constructing buildings shall have C (collapse) coverage. The above-mentioned contractors must have the appropriate coverage even if it means obtaining all three (XCU). The completed operations coverage must be maintained for a minimum of one (1) year after final completion and acceptance of the work, with evidence of same filed with COUNTY. Where work is being performed in connection with an existing facility owned or leased by HARRISON COUNTY, the policy shall include fire legal liability of not less than \$100,000 per occurrence.

B) Comprehensive Automobile and Truck liability insurance, covering owned, hired and non-owned vehicles, with minimum limits of \$1,000,000 combined single limit (CSL) for heavy



construction or \$300,000 combined single limit for light construction, each occurrence, for bodily injury including death and property damage, such insurance to include coverage for loading and unloading hazards.

C) Employers Liability \$500,000

### **COUNTY'S AND CONTRACTOR'S PROTECTIVE LIABILITY (OCP) INSURANCE:**

This coverage is purchased by the contractor on behalf of the County for a specific project. The OCP affords protection to the County for liability arising out of the contractor's or subcontractor's negligence on a County project. The coverage is almost identical to the Commercial General Liability (CGL) policy. The OCP will be required for any contract when the CGL insurance will not list Denton County as an "additional named insured" but will list the County as an "additional insured". The limits shall be the same as the per occurrence limits on the CGL.

### **POLICY ENDORSEMENTS AND SPECIAL CONDITIONS:**

A) Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:

1) Each policy shall require thirty (30) days prior to the cancellation of any material change in coverage, a notice thereof shall be given to HARRISON COUNTY by Certified Mail;

2) the term HARRISON COUNTY aka "COUNTY" shall include all authorities, boards, bureaus, commissions, divisions, departments and office of the COUNTY and the individual members, employees and agents thereof in their official capacities, and/or while action on behalf of the COUNTY and

3) the policy phrase "other insurance" shall not apply to the COUNTY where the COUNTY is an additional named insured on the policy.

B) Concerning insurance to be furnished by CONTRACTOR, it is a condition precedent to acceptability thereof that:

1) Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONTRACTOR. The COUNTY'S decision thereon shall be final; and

2) all policies are to be written through companies duly authorized to transact that class of insurance in the State of Texas. The companies affording coverage will be checked through the A.M. Best Guide. An "A-" rating or better is required along with being licensed to do business in the State of Texas.

3) Harrison County shall be an additional named insured on the Commercial General Liability policy. If the Carrier will list the County as additional insured only, then the Contractor shall, at his own expense, obtain a County's and Contractor's Protective Liability policy which has the County as an additional insured. Harrison County shall be the Certificate Holder.

C) CONTRACTOR agrees to the following:

1) CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same



are covered by insurance. Insurers shall have no right of recovery or subrogation against the COUNTY, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies:

2) companies issuing the insurance policies and CONTRACTOR shall have no recourse against the COUNTY for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the CONTRACTOR:

3) approval, disapproval or failure to act by the COUNTY regarding any insurance supplied by the CONTRACTOR (or any subcontractors) shall not relieve the CONTRACTOR of full responsibility for 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.

4) Should any person sustain bodily injury or property damage within the at limits of this project, the Contractor or his Insurance Agent shall investigate and report immediately his findings in writing to HARRISON COUNTY. HARRISON COUNTY, in its sole discretion, may elect at any time to file for coverage directly under the County's and Contractor's Protective Liability Policy.

D) Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

1) Subcontractors shall have their own insurance policy with the same provisions required for Contractors or be listed as additional insured on the General Contractor's Liability policy.

2) A Certificate of Insurance Sample is shown herein. The following information must appear on or with the certificate of insurance submitted by the Contractor or Subcontractor:

(a) Thirty (30) day notice of cancellation by Certified Mail.

(b) Full name of insurance company and A.M. Best Guide Rating.

(c) Statement which waives subrogation rights for loss or damage to the extent same or covered by insurance.

(d) List of all subcontractors which are additional insureds on the prime contractors' policy.

(e) Furnish subcontractors Certificate of Insurance which are not covered as additional insureds on the prime contractors' policy.



## **SECTION 4: TECHNICAL SPECIFICATIONS**



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**PROJECT SCOPE**

**1. GENERAL INFORMATION:**

**1.1 LOCATION OF WORK**

The work of this Contract is located in the County of Harrison, Texas on the streets listed in the table below.

**1.2 SCOPE OF WORK**

The work covered by this section of the specifications consists of furnishing all labor, equipment, appurtenances, and all materials, and in performing all operations in connection with the installation of the surface treatment complete and in place, in accordance with the contract documents.

The standard specifications and references listed as follows are hereby adopted and shall apply to this contract as if written in their entirety:

- A) Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (2014 Edition)

This project will provide a One Course Seal Coat on selected streets. All construction for this project shall be performed in accordance with the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (2014 Edition), except as modified in Technical Specification Section G2 - Reference to Texas Department of Transportation Standard Specifications.

**1.3 TIME OF COMPLETION**

All work **MUST BE COMPLETED** within sixty (60) days of Notice to Proceed.

**2. BARRICADES AND SIGNS:**

All barricades and signs will be supplied by the Contractor and will conform to the latest edition of the Texas Manual of Uniform Traffic Control Devices (Texas MUTCD). Payment will be in accordance with the "Barricades, signs, and traffic control" pay item included in the Bid Proposal.

Closure of traffic lanes will not be allowed until all signs, barricades, and other traffic control devices required by the Texas MUTCD, Technical Specifications Section G3, and the County Engineer are in place and installed properly. It is to be expressly understood that the Contractor must maintain traffic flow within each street throughout the duration of the Contract and that every effort is made to allow immediate access to adjacent property owners at all driveway entrances located along the streets.

Refer to Technical Specifications Section G3 - Barricades, Signs, and Traffic Handling for additional specifications.

**3. SURFACE TREATMENT DATA:**

Seal Coat for existing asphalt paving surface treatment shall be as follows:

ASPHALT BINDER	AC-20-5TR
----------------	-----------



APPLICATION RATE	0.37 gallon per square yard
AGGREGATE	Type PB, Grade 4
AGGREGATE RATE	1.0 cubic yard per 100 square yards

**4. WORK SEQUENCE**

The contractor will be required to coordinate with County Staff on the project for the County of Harrison.

**5. PROGRESS OF THE WORK**

- A) The work shall be started within ten (10) days following the effective date of the Notice to Proceed, and the work shall be executed with such progress as may be required to prevent any delay to the general completion of the project. The work shall be executed at such times and in or on such parts of the project, and with such personnel, materials, and equipment to assure completion of the work in the time established by the Agreement.
- B) If the Contractor for his convenience and at his own expense, should desire to carry on his work at night or outside regular hours, he shall submit written notice to the Owner and he shall allow ample time for satisfactory arrangements to be made for inspecting the work in progress. The Contractor shall pay the expenses for extra inspection required for work outside regular hours. Normal working hours for this purpose are Monday through Friday, 7:30 a.m. to 6:00 p.m. The Contractor shall light the different parts of the project as required to comply with all applicable Federal and State regulations and with all applicable local requirements.

**6. CONSTRUCTION SCHEDULE**

- A. The Contractor shall, within ten (10) days after the effective date of the Notice to proceed, provide and submit to the Owner for approval, the Schedule for the project. The completed schedule shall be approved before monthly payments are made. The Schedule shall account for all the work of the Contractor and his Subcontractors and suppliers. In addition to all reasonably important construction activities, the Schedule shall provide for the proper sequence of construction considering the various crafts, purchasing time, submittal approval, material delivery, equipment fabrication, and similar time-consuming factors.
- B. The Schedule shall include, as a minimum, the earliest starting and finish dates, and latest starting and finish dates, and the total float for each task or item. The Contractor shall update (monitor) the schedule as necessary and shall submit to the owner a copy of the updated schedule at the same time the pay estimate is prepared. The schedule shall contain all of the items of the Periodic Estimate and Pay Schedule.
- C. While the Contractor bears full responsibility for scheduling all phases and stage of the work to ensure its successful prosecution and completion within the time specified in accordance with all provisions of these: Specifications, the Contractor is specifically required to complete fully or complete such stages of work to enable his Subcontractors and suppliers to complete their work within the respective times specified.



- D. If the Owner determines that operations are falling behind schedule at any time during the construction period. The OWNER may require the Contractor to add equipment and/or construction forces, including increases in working hours, in such quantities as are required to bring operations back on schedule. Upon receipt of written communication from the owner requiring such addition, the contractor shall furnish same at no additional cost to the Owner.

## 7. COORDINATION WITH OWNER'S OPERATIONS AND EXISTING FACILITIES

- A. Parts of the proposed work under this Contract will connect with or into existing facilities. Because of this, the Contractor shall plan carefully the schedule of that portion of the work that may affect the existing facilities. Such plans and schedules shall be subject to the approval of the owner.
- B. Work that requires shutdown or in any way impedes the operations of existing facilities shall be closely coordinated with the owner. A minimum of forty-eight (48) hours written notice shall be given to the owner before any approval will be granted.
- C. Immediately after the award of a contract for this project, the Contractor shall outline and submit a scheduling plan for installation of the work, which requires interruption of operations.

## 8. CONTRACTOR'S USE OF PREMISE

- A. Contractor shall have complete and exclusive use of the premises for the performance of the Work.
- B. Contractor shall limit the use of the premises for his/her Work and for storage to allow for:
  - 1. Work by other contractors
  - 2. Owner occupancy
  - 3. Public use.
- C. Coordinate use of premises with Owner.
- D. Contractor shall assume full responsibility for security of all his/her and his/her subcontractor's materials and equipment stored on the site.
- E. If directed by the Owner, move any stored items which interfere with operations of Owner or of other contractors.
- F. Obtain and pay for use of additional storage or work areas if needed to perform the work.
- G. Contractor shall submit to the Owner for approval a plan of operations, designating proposed areas of the property to be used for his operations, material storage, equipment storage, employee's parking, offices and shops. The area shall effect minimal interference with the present operations.
- H. Any damage to existing facilities, including contamination, which may be caused by Contractor's personnel, callers, visitors, materials or equipment, shall be repaired or corrected at the sole expense of the Contractor.



- I. Any fence that is damaged or removed by the Contractor will be replaced at the Contractor's expense in like kind, and to the satisfaction of the Owner.

**9. LIMITS ON CONCURRENT CONSTRUCTION:**

Work is limited to 7:30am to 6:00pm Monday through Friday, unless specifically requested through the County Engineer. No more than two (2) crews may be in use at any one time unless otherwise approved by the County Engineer.

**10. SEQUENCE OF CONSTRUCTION:**

Unless otherwise authorized in writing, the sequence of construction shall be as follows:

- A. Erect barricades and signs
- B. Make utility adjustments if required
- C. Clean street
- D. Place Asphalt Binder (AC-20-5TR)
- E. Place aggregate (Type PB, Grade 4)
- F. Clean area and de-mobilize barricades and signs



## **SECTION G1 - GENERAL INFORMATION**

### **G1.1 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, five (5) days prior to the initiation of construction on easements through private property, to inform the Owner's Representative of his intent to begin construction. The Owner's representative will notify property owners of 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 the work.

### **G1.2 CONSTRUCTION IN PUBLIC ROADWAYS AND PRIVATE DRIVEWAYS:**

No public road shall be entirely closed overnight. It shall be the responsibility of the Contractor to build and maintain by-passes and detours, if necessary, and to properly light, barricade and mark all by-passes and detours that might be required on and across the road 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 all driveway entrances located along the roads. Owners and tenants of improvements where access and/or entrance drives are located shall be notified at least forty-eight (48) 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 ten (10) hours.

The Contractor shall be responsible for all road and entrance reconstruction, and repairs and maintenance of same, for a period of two (2) years from the date of acceptance. In the event the repairs and maintenance are not made immediately to the satisfaction of the Engineer, and it becomes necessary for the Owner to make such repairs, the Contractor shall reimburse the Owner for the cost of such repairs.

Where sufficient right-of-way is not available and prior approval is obtained from the Engineer, dirt from the excavation may be temporarily placed on County streets. Where this is necessary, the Contractor shall provide proper barricading and other traffic control measures to provide at least one lane of open traffic. Where prior approval of the Engineer is obtained, the roadway may be completely closed, provided alternate routes for traffic are available and detour routings clearly marked by the Contractor.

Where construction alongside roadways is required, it shall be the Contractor's responsibility to insure that precautions are taken to avoid damage to the roadway surface. Damages to the roadway from the Contractor's construction activities shall be repaired by the Contractor to return the roadway to its original condition prior to construction.

The Contractor is responsible for traffic handling and safety in the construction area during the construction period. Signs, barricades and other necessary devices shall be furnished and maintained by the Contractor in compliance with Part IV of the Texas Manual of Uniform Traffic Control Devices (MUTCD), current edition.

The Contractor shall not begin work at a project site until signs and barricades meeting the



requirements of the MUTCD and this contract are in place. Throughout the performance of the work at each project site, the Contractor shall maintain the signs and barricades in compliance with MUTCD and this contract. If the Contractor fails to make corrections to and maintain the signs and barricades in compliance with the MUTCD within a reasonable amount of time, as determined by the Engineer, the Contractor shall be considered in non-compliance at the subject project site, and no payment will be made for the traffic control bid item on that project site.

#### G1.3 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 ordered to do so 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 of their property that may be made necessary by performance of this Contract.

Any time the Contractor intends to expose, cross, or otherwise work in the area of the existing petroleum pipelines, telephone lines, water lines, etc. the Contractor shall notify the Owner's Representative five (5) days in advance. The Owner's Representative will notify the utility or pipeline owner.

#### G1.4 POLES, GUY WIRES, ETC.:

All utility poles, guy wires, private signposts, signs and similar private obstructions which interfere with the construction of this project will be removed and replaced by the Contractor at his own expense.

#### G1.5 PROTECTION OF TREES, PLANTS AND SHRUBS:

The Contractor shall make every effort to protect all trees, plants, and shrubs encountered during construction outside of the construction area. Where Owner-planted shrubbery must be removed for construction, it shall be stored by the Contractor and replaced in good condition. In all cases where questions arise, the Contractor shall request clarification from the Engineer.

#### G1.6 ARCHAEOLOGICAL DISCOVERIES:

The Contractor may encounter unanticipated cultural or archaeological deposits during construction. If ARCHAEOLOGICAL sites or historic structures are discovered after construction operations are begun, the Contractor shall immediately cease operations in that particular area and notify the Owner. The Contractor shall take reasonable steps to protect and preserve the discoveries until they have been inspected by the Owner's Representative. The Owner will promptly coordinate with the Texas Historical Commission and any other appropriate agencies to obtain any necessary approvals or permits to enable the work to continue. The Contractor shall not resume work in the area of the discovery until authorized to do so by the Owner.

#### G1.7 CONSTRUCTION STAKING:

The Contractor shall provide for his own horizontal and vertical construction staking as a subsidiary cost to his bid.

#### G1.8 RELATIONSHIP WITH EXISTING FACILITIES:

The Contractor is advised that, unless otherwise indicated, existing utilities must be available at all times for use. The Contractor, therefore, shall at all times take particular care to avoid needless



confusion, clutter and debris at the site of the work. At no time shall the Contractor's personnel, equipment, or material prevent the normal conveyance of water and wastewater flows. If it is necessary to request the Contractor to move his equipment, materials, or any material included in the work, he shall do so promptly and place said equipment or material in an area which does not interfere with proper service. The Contractor is further cautioned against adjusting or altering any private property without the written consent of the Owner.

#### G1.9 PROTECTION OF EXISTING INSTALLATIONS:

The Contractor shall correct or replace, without delay any and all damage to existing structures, surfaces, equipment, controls or systems resulting from his operations.

The Contractor's attention is particularly directed to the dust, abrasive particles, debris and dirt generated by the placement, chipping, cutting, finishing and grinding of new or existing concrete, and the dust debris and dirt generated by excavation and backfill operations; and the filters, protective shieldings, and other dust suppression methods at all times to adequately protect private property.

#### G1.10 PERMANENT UTILITIES:

The existing site is presently served with utilities. The utilities to be modified by the Contractor, if any are as shown on the plans.

#### G1.11 CLEANING UP:

The Contractor shall not allow the site of the work to become littered with trash and waste material but shall maintain the site of the work in a neat and orderly condition throughout the construction period. On or before the completion of the work, the Contractor shall carefully clean out all pits, drain lines and drains, chambers or conduits and shall remove all temporary structures built by him and rubbish of all kinds from any of the grounds which he has occupied and leave them in first-class condition to the satisfaction of the Engineer.

### **SECTION G2 - REFERENCE TO TEXAS DEPARTMENT OF TRANSPORTATION**

#### G2.1 GENERAL:

All construction in this project shall be performed in accordance with the Texas Department of Transportation (TxDOT) 2014 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges as amended in this section.

#### G2.2 STANDARD SPECIFICATIONS:

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

<u>ITEM NO.</u>	<u>DESCRIPTION</u>
Item 210	Rolling (Pneumatic Tire)
Item 300	Asphalts, Oils, and Emulsions
Item 302	Aggregates for Surface Treatments
Item 314	Emulsified Asphalt Treatment
Item 316	Seal Coat

Copies of the referenced specifications are available from TxDOT.



### G2.3 MODIFICATION TO STANDARD SPECIFICATIONS:

The following modifications shall govern and take precedence over the standard specifications. Modifications are made with respect to the clauses and clarifications as cited below and no other clauses or requirements of these items are waived or changed hereby, except as heretofore stated in G2.3A and G2.3B.

A. All Items: Measurement and payment shall only be made for those items listed in the Proposal. The unit of measurement shall be as shown in the Proposal. Items not listed in the Proposal shall be considered subsidiary to the involved item for which it pertains.

It is to be expressly understood that the measurement and payment sections of each of the items listed in Article G2.2 are to be omitted from the applicable specification when incorporating the specification in this project.

B. All Items: In adoption of the TxDOT Standard Specifications as a part of the Technical Specifications, it is understood that any reference made to TxDOT shall be interpreted to include the County of Harrison or their representative as applicable.

### SECTION G3 – BARRICADES, SIGNS AND TRAFFIC HANDLING

G3.1. DESCRIPTION: This Item shall consist of the construction, maintenance, and removal, if required, of detours of the type and length, and to the lines, grades and typical cross sections shown on the plans. The work shall be done in accordance with the provisions of this specification.

- A. 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 lane 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 2011 Texas Manual on Uniform Traffic Control Devices for Streets and Highways, Revision 2, shall serve as a guideline for the installation and maintenance of barricades and warning devices. All of the above does not preclude the requirements of the Harrison County's general requirements and covenants
- B. Responsibility for damage or claims: The Contractor shall hold harmless the Owner and all 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 of omission by said Contractor. He\she shall not be released from said responsibility until the work has 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 County Engineer.
- C. In areas where traffic re-alignment is required, all conflicting existing lane lines shall be obliterated and re-alignment made by use of temporary, removable lane delineation striping until construction is completed and then the temporary striping is removed and permanent striping applied in accordance with the



specifications for traffic lane striping or buttons, either non-reflectorized or reflectorized, as was the original.

Whenever temporary pavement marking is required either for re-aligning existing traffic lane striping, or for new temporary locations as suitable degradable or removable lane marking material shall be used as required by the Texas Manual on Uniform Traffic Control Devices for Streets and Highways, Current Version, as it relates to temporary traffic lane marking systems

## **SECTION G4 – SEAL COAT TREATMENT**

### **G4-1. GENERAL:**

Asphaltic material shall be applied on clean surface by an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity selected, evenly and smoothly, under a pressure necessary for proper distribution. The contractor shall provide all necessary facilities for determining the rate at which it is applied and for securing uniformity at the junction of two (2) distributor loads.

The type asphalt for Seal Coat will be AC-20-5TR applied at a minimum rate of 0.38 gallons per square yard. No asphaltic material will be placed until immediate covering with aggregate is assured and the County Engineer has been notified twenty-four (24) hours prior to application. Copies of strapping papers and transport tickets must be provided at the jobsite.

No Asphaltic materials will be placed between August 31st and April 30th unless specifically authorized or directed by the Road Administrator.

**NOTE: Application rates may vary depending upon the severity of each road. Each road shall be analyzed by the Road Administrator and Contractor and all application rates shall be documented and signed by both parties prior to any work being performed.**

### **G4.2. MINIMUM REQUIREMENTS FOR AGGREGATE:**

Aggregate shall be immediately and uniformly applied and spread. The entire surface shall be broomed, bladed or raked as required by the County Engineer and shall be thoroughly rolled with final brooming the day after the final application.

Excess aggregate will be removed from the completed surface as directed by the County Engineer. The aggregate will be Type PB, Grade 4. Meeting or exceeding Texas Highway Department 2004 standard specifications. The contractor will be responsible for the proper aggregate rate, but a maximum of one hundred (100) square yards per cubic yard will be used.

***The contractor will be responsible for the maintenance of the surface for one (1) year after the work is accepted by the Commissioners Court. All holes or failures in the seal coat surface will be repaired by the use of additional asphalt and aggregate and all fat or bleeding surface shall be covered with approved cover material in such a manner that the asphaltic material will not adhere to or be picked up on the wheels of vehicles.***

### **G4.3. CONSTRUCTION METHODS**



#### G4.3.1 WEATHER LIMITATIONS.

The seal coat shall not be applied when the surface is wet or when the humidity or impending weather conditions will not allow proper curing. The seal coat shall be applied only when the atmospheric or pavement temperature is 50°F and rising and is expected to remain above 50°F for twenty-four (24) hours, unless otherwise directed by the County Engineer.

#### G4.3.2 EQUIPMENT AND TOOLS.

The Contractor shall furnish all equipment, tools, and machinery necessary for the performance of the work.

a. Distributors. Distributors or spray units used for the spray application of the seal coat shall be self-propelled and capable of uniformly applying 0.38 gallons per square yard of material over the required width of application. Distributors shall be equipped with removable manhole covers, tachometers, pressure gauges, and volume-measuring devices.

The mix tank shall have a mechanically powered, full-sweep mixer with sufficient power to move and homogeneously mix the entire contents of the tank. The distributor shall be equipped with a positive placement pump so that a constant pressure can be maintained on the mixture to the spray nozzles.

b. Mixing equipment. The mixing machine shall have a continuous flow mixing unit capable of accurately delivering a predetermined proportion of aggregate, water, and emulsion, and of discharging the thoroughly mixed product on a continuous basis. The mixing unit shall be capable of thoroughly blending all ingredients together and discharging the material to the spreader box without segregation.

c. Spreading equipment. Spreading equipment shall be a mechanical-type squeegee distributor attached to the mixing machine, equipped with flexible material in contact with the surface to prevent loss of slurry from the spreader box. It shall be maintained to prevent loss of slurry on varying grades and

#### G4.4 MEASUREMENT AND PAYMENT

##### G4.4.1 MEASUREMENT

All areas to receive seal coat will be measured by the square yard.

##### G4.4.2 PAYMENT

Payment will be based on the square yards measured and will be paid for at the unit price bid for seal coat.

The payment shall be full compensation for cleaning, sprinkling, furnishing, preparing, hauling and placing of all materials: for all manipulations, labor, tools, equipment and incidentals necessary to complete the work.

#### G4.5 TRAFFIC CONTROL

The types and amounts of various warning signs and traffic control devices will be governed by the latest version of the Texas MUTCD. The Owner may require others or different amount at the discretion of the County Engineer.



A “15 MPH SPEED ZONE” sign will be placed at the beginning and end of each street segment, at each intersection between the beginning and end, and at 500’ intervals. Additional signs at the same locations will include “LOOSE GRAVEL” and “FRESH OIL.”

Closure of traffic lanes will not be allowed until all signs, barricades, and other traffic control devices required by the Texas MUTCD are on site and installed properly.

Signs will stay in place until approval for removal is given by the Owner and cleanup operations are complete.



## **SECTION 5: PROPOSAL FORMS**



## COUNTY OF HARRISON BID DOCUMENT CHECKLIST

Attachment Number	Required by owner	Submission Requirement	Initial each required entry and submit the item
	<input checked="" type="checkbox"/>	Bid Document Checklist	_____
	<input checked="" type="checkbox"/>	Bid Proposal Form\Bidder Information	_____
	<input checked="" type="checkbox"/>	Initial Period of Contract	_____
I	<input checked="" type="checkbox"/>	Acknowledgement of Addenda	_____
II	<input checked="" type="checkbox"/>	Exceptions to Specifications	_____
III	<input checked="" type="checkbox"/>	Bid Bond	_____
IV	<input checked="" type="checkbox"/>	Sales Tax	_____
V	<input checked="" type="checkbox"/>	References	_____
VI	<input checked="" type="checkbox"/>	Bid Affidavit	_____
VII	<input checked="" type="checkbox"/>	HB 89	_____
VIII	<input checked="" type="checkbox"/>	Israel Affidavit	_____
IX	<input checked="" type="checkbox"/>	Conflict of Interest Questionnaire (CIQ)	_____
X	<input checked="" type="checkbox"/>	Statement of Qualifications	_____

**THIS FORM IS REQUIRED TO BE SUBMITTED WITH YOUR BID.**



**COUNTY OF HARRISON**

**BID PROPOSAL FORM BIDDER INFORMATION**

**BID NO. 2026-HCRB-001**

TO: County of Harrison  
200 W. Houston St  
1<sup>st</sup> Floor, Room 107  
Marshall, Texas 75671  
Attn: Purchasing Agent

In response to your **Invitation for Bid No. 2026-HCRB-001**, I/we the undersigned bidder proposes to furnish, on an annual basis, to the County of Harrison, the service(s) listed herein, within the below stated time, for the following price(s) provided on the attached price sheet:

This is an annual requirements style agreement. Services will be provided based on current permit requirements. Services may be adjusted throughout the period of this contract based on changes to sampling or permit requirements.

**I have read and agree to the terms and conditions of this bid request.**

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

SIGNED \_\_\_\_\_ COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_ ZIP CODE: \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

THE ASSIGNED HEREBY CERTIFIES THAT HE/SHE HAS READ, UNDERSTANDS AND AGREES TO FULLY COMPLY WITH REQUIREMENTS OF THIS BID INVITATION.



**COUNTY OF HARRISON, TEXAS**

**ANNUAL SEALCOAT PROGRAM  
 BID PROPOSAL FORM**

**BASE BID**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>QTY/UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
1	FURNISH, INSTALL, MAINTAIN & REMOVE BARRICADES, SIGNS & TRAFFIC CONTROL	1 LS	\$ _____	\$ _____
2	INSTALLATION OF SEALCOAT	271,162 SY	\$ _____	\$ _____
<b>TOTAL AMOUNT – “BASE BID”:</b>				\$ _____

NOTE: Quantities are estimates only. Streets may be added or deleted contingent upon available funding with no change in unit cost.

CONTRACTOR’S SIGNATURE: \_\_\_\_\_



## BIDDER'S INFORMATION SHEET

Type of Company (check one):       Corporation  Partnership  Sole Proprietor

If corporation, please list names and addresses of three (3) top corporation officers. If partnership, please list names and addresses of partners.

Include Federal Tax I.D. Number: \_\_\_\_\_

Name/Position \_\_\_\_\_

Address \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Name/Position \_\_\_\_\_

Address \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Name/Position \_\_\_\_\_

Address \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Number of years in operation: \_\_\_\_\_

Gross revenues for the past two (2) years: \$ \_\_\_\_\_

Largest dollar amount of contract currently in effect with a business. \$ \_\_\_\_\_



Telephone number answered Monday – Friday, 8:00 A.M. – 5:00 P.M.: \_\_\_\_\_

Provide information concerning any judgments, claims arbitration proceedings or suits filed as a result of services performed.

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Has your organization (including owners, partners, and or officers) ever been put on probation or disbarred from doing business with ANY governmental agency? If so, please list organization, time, and length of disbarment or probation. (Failure to provide this information may result in the County not awarding the contract to your company).

Yes \_\_\_ No \_\_\_

If marked Yes, please list required information below:

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**THIS FORM IS REQUIRED TO BE SUBMITTED WITH YOUR BID.**



### INITIAL PERIOD OF CONTRACT:

The initial contract term is as follows:

- All preparation, construction, seal coating, and other services: **one (1) year** and is expected to begin on or about **July 1, 2026**, with up to **four (4) additional one (1) year renewals**.

Any renewals will be authorized by both parties agreeing in writing to such extensions within forty-five (45) days prior to the end of the contract period and is additionally conditioned that any annual increase is either 4% or the DALLAS\FORT WORTH CONSUMER PRICE INDEX for the previous calendar year whichever is lower.

By submitting this duly signed Bid Proposal, the Bidder thereby agrees to comply with all terms and conditions set forth within the Invitation for Bid, Instructions to Bidders, Terms and Conditions, Bid Proposal and Specifications, and all attachments therein attached or noted.

The successful bidder(s) will be required to execute a performance bond in the amount of five percent (5%) of the largest possible total for the bid submitted, within ten (10) days of written notification of the bid award. The performance bond is to remain in effect for the full term of the contract.

**\*All Bid Prices** must include all necessary handling, testing and reporting fees.

Payment Terms: Net 30 days

Price(s) firm for \_\_\_\_\_ days

Respectfully Submitted,

Firm: \_\_\_\_\_

By: \_\_\_\_\_ / \_\_\_\_\_  
(Name & Title) (Signature)

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax#: \_\_\_\_\_

Date: \_\_\_\_\_ Email: \_\_\_\_\_

Where Bidder is a Corporation, add:

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_

**THIS FORM IS REQUIRED TO BE SUBMITTED WITH YOUR BID.**



### ATTACHMENT I: ACKNOWLEDGEMENT OF ADDENDA

The undersigned Bidder hereby agrees to begin work under the contract on or before the date to be specified in the written Notice to Proceed and to fully complete the project within **SIXTY (60) CALENDAR DAYS**. The undersigned Bidder further agrees to pay, as liquidated damages, the sum of \$500 for each consecutive calendar day as provided in item 10 of the Supplemental Conditions.

The undersigned Bidder has contacted, within seventy-two (72) hours prior to this bid opening, the office of County Purchasing and has determined that all Addenda are as follows:

Addendum No. 1, dated _____	Rec. _____
Addendum No. 2, dated _____	Rec. _____
Addendum No. 3, dated _____	Rec. _____
Addendum No. 4, dated _____	Rec. _____

The undersigned Bidder acknowledges and agrees that this Proposal shall be good and may not be withdrawn for a period of sixty (60) calendar days after the date of this bid opening. The undersigned Bidder is obligated to and shall show accurate unit prices as well as total amounts and agrees that in the case of ambiguity between unit prices and total amounts or in the case of any other ambiguity the Owner may interpret an ambiguity in a manner most advantageous to the Owner or reject the bid.

The undersigned Bidder further acknowledges and agrees that a bid that has been opened may not be changed for the purpose of correcting an error in the final bid price. The undersigned Bidder agrees to execute the Contract Agreement and furnish the required Performance Bond, Payment Bond, and Maintenance Bond within fifteen (15) calendar days form the date of acceptance of the Proposal.

The undersigned Bidders has attached and made a part of this Proposal a bid security in conformance with the Special Provisions.

Submitted By:

_____ (Signature)	_____ (Firm)
_____ (Name – Typed or Printed)	_____ (Address)
_____ (Title)	_____ (County, County, State, Zip Code)
_____ (Attest)	_____ (Telephone Number)
_____ (Corporate Seal)	_____ (Fax Number)

**THIS FORM IS REQUIRED TO BE SUBMITTED WITH YOUR BID.**



## ATTACHMENT II: EXCEPTIONS TO SPECIFICATIONS

Bidder is required to return one (1) original of this document, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

- a. \_\_\_\_\_ All Specifications, terms, and conditions are met.
- b. \_\_\_\_\_ Exceptions have been taken and noted below.

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. County staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the bidder warrants that there was no collusion of any kind in submission of this bid.

If your bid/quotation does not meet all of our specifications, you **must** so state in the space provided below, attach additional sheet(s) as necessary:

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**THIS FORM IS REQUIRED TO BE SUBMITTED WITH YOUR BID.**



**ATTACHMENT III: BID BOND**

THE STATE OF TEXAS§

SURETY'S NO. \_\_\_\_\_

COUNTY OF HARRISON§

**KNOW ALL MEN BY THESE PRESENTS, THAT** \_\_\_\_\_

(hereinafter called the Principal), as Principal, and \_\_\_\_\_

(hereinafter called the Surety), as Surety, are bound unto the County of Harrison, Texas,

(hereinafter called Obligee) in the amount \_\_\_\_\_

DOLLARS (\$ \_\_\_\_\_),

**equal to 5% of the total value of the bid** for the payment whereof 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 submitted a Bid to enter into a certain written Contract with

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal shall faithfully, enter into such written Contract, then this obligation shall be void; otherwise, to remain in full force and effect.

**IT IS EXPRESSLY UNDERSTOOD AND AGREED** that if said Principal should withdraw its Bid any time after such Bid is opened and before official rejection of such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

**PROVIDED**, further that if any legal action be filed upon this Bond, venue shall lie in Harrison County, Texas.

**IN WITNESS WHEREOF**, the said Principal and Surety do sign and seal this instrument, this \_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal/Contractor

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

NOTE: Attach Power of Attorney

**THIS FORM IS REQUIRED TO BE SUBMITTED WITH YOUR BID.**



## ATTACHMENT IV: SALES TAX EXEMPTION

County of Harrison

Project Name: ANNUAL SEAL COAT PROGRAM

Project Number: 2026-HCRB-001

Total Materials Cost: \$\_\_\_\_\_

TOTAL CONTRACT PRICE: \$\_\_\_\_\_

Note: The total materials cost plus the total services cost must equal the amount shown of the total contract price.

**THIS FORM IS REQUIRED TO BE SUBMITTED WITH YOUR BID.**



## ATTACHMENT V: REFERENCES

**List the clients for which you already provide services similar in scope to the serves specified in this document.**

Each bidder shall provide a minimum of three (3) verifiable references in which the bidder has sold and maintained this or similar product/service.

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact \_\_\_\_\_

Services provided \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact \_\_\_\_\_

Services provided \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact \_\_\_\_\_

Services provided \_\_\_\_\_

Dates of Service: \_\_\_\_\_

**THIS FORM IS REQUIRED TO BE SUBMITTED WITH YOUR BID.**



### ATTACHMENT VI: BID AFFIDAVIT

All pages in offeror’s bid containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the proposal.

They undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying bid. The period of acceptance of this proposal will be calendar days for the date of the bid opening. (Period of acceptance will be ninety (90) calendar days unless otherwise indicated by offeror.)

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_ On this day personally appeared, \_\_\_\_\_ who after being by me duly sworn, did depose and say:

“I \_\_\_\_\_ am a duly authorized officer of /agent for \_\_\_\_\_ and have been duly authorized to execute the foregoing proposal on behalf of the said company, agency, or proprietorship.

I hereby certify that the foregoing proposal has not been prepared in collusion with any other offerer or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of served / items offered, or to influence any person or persons to offer or not to offer thereon. Our principal place of business or corporate offices is in the State of Texas.

I further certify that my answers to the following are true and correct:

RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas.

YES \_\_\_\_\_ No \_\_\_\_\_

LOCAL RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the County of Harrison, State of Texas.

YES \_\_\_\_\_ No \_\_\_\_\_

NON-RESIDENT CERTIFICATION: Our principal place of business is \_\_\_\_\_ (give state).

Name and Address of Offerer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number \_\_\_\_\_

by \_\_\_\_\_

Title \_\_\_\_\_



Signature \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above-named \_\_\_\_\_ on this the  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. (Name of Notary)

Notary Public in and for the State of \_\_\_\_\_

**THIS FORM IS REQUIRED TO BE SUBMITTED WITH YOUR BID.**



### ATTACHEMENT VII: House Bill 89 Verification

Pursuant to Section 2270.002 of the Texas Government Code, the County of Harrison is prohibited from entering a contract for goods or services unless the contract contains a written verification from the vendor that the vendor does not boycott Israel and will not boycott Israel during the term of the contract. The statute defines the phrase “boycott Israel” to mean, “...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.”

There are certain exceptions to this requirement. Please examine the section below entitled “Claim an Exemption.” If you qualify for one or more of the exemptions listed, please fill out the section entitled “Claim an Exemption,” sign it, date it, and have your signature notarized. Do not fill out the section entitled “Verification that the Company Does Not Boycott Israel.”

If you do not qualify for one of the listed exemptions, do not fill out the section entitled “Claim an Exemption.” Instead, fill out the section entitled “Verification that the Company Does Not Boycott Israel,” sign it, date it, and have your signature notarized.

#### Claim an Exemption

I, \_\_\_\_\_ (Person name), the undersigned representative of (Company or Business Name) \_\_\_\_\_ (hereinafter referred to as the “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 is exempt from the requirements of Chapter 2270 of the Texas Government Code because (check all that apply):

- \_\_\_\_\_ The Company is a sole proprietorship; or
- \_\_\_\_\_ The Company has less than ten (10) full-time employees; or
- \_\_\_\_\_ The value of the contract between the Company and the County of Harrison is less than \$100,000.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF  
COMPANY REPRESENTATIVE

STATE OF \_\_\_\_\_ § COUNTY OF \_\_\_\_\_ §



On this day, BEFORE ME, the undersigned, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

[SEAL]

NOTARY PUBLIC in and for the State of \_\_\_\_\_

**THIS FORM IS REQUIRED TO BE SUBMITTED WITH YOUR BID.**



### Attachment VIII: Verification that the Company Does Not Boycott Israel

I, \_\_\_\_\_ (Person name), the undersigned representative of (Company or Business Name) \_\_\_\_\_ (hereinafter referred to as the "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, under the provisions of Chapter 2270 of the Texas Government Code:

- Does not boycott Israel currently; and
- Will not boycott Israel during the term of the contract between the Company and the County of Harrison, Texas.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

On this day, BEFORE ME, the undersigned, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

[SEAL]

NOTARY PUBLIC in and for the State of \_\_\_\_\_

**THIS FORM IS REQUIRED TO BE SUBMITTED WITH YOUR BID.**



## **ATTACHEMENT IX: CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)**

### **1. NOTICE TO ALL COUNTY VENDORS AND ALL POTENTIAL COUNTY VENDORS:**

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The County of Harrison is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

The County of Harrison will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

[www.ethics.state.tx.us](http://www.ethics.state.tx.us) <<http://www.ethics.state.tx.us>> or at 1-512-463-5800.

**THIS FORM IS REQUIRED TO BE SUBMITTED WITH YOUR BID.**



**SAMPLE FORM**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		
<p>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).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p><b>7</b></p> <p style="text-align: center;">_____ Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>		



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

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

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

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

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

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

\*\*\*  
(2) the vendor:

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

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

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

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

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

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

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

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

- (1) the date that the vendor:
  - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
  - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  - (B) that the vendor has given one or more gifts described by Subsection (a); or
  - (C) of a family relationship with a local government officer.



# ATTACHMENT X: STATEMENT OF QUALIFICATIONS

CONTRACTOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

1. Name of Project: \_\_\_\_\_

Owner: \_\_\_\_\_

Address: \_\_\_\_\_ Value of Contract: \_\_\_\_\_

\_\_\_\_\_ Date Started: \_\_\_\_\_

Phone: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Approximate Quantities of Major Items:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Name of Project: \_\_\_\_\_

Owner: \_\_\_\_\_

Address: \_\_\_\_\_ Value of Contract: \_\_\_\_\_

\_\_\_\_\_ Date Started: \_\_\_\_\_

Phone: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Approximate Quantities of Major Items:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Name of Project: \_\_\_\_\_

Owner: \_\_\_\_\_

Address: \_\_\_\_\_ Value of Contract: \_\_\_\_\_

\_\_\_\_\_ Date Started: \_\_\_\_\_

Phone: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Approximate Quantities of Major Items:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Other Project References:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS FORM IS REQUIRED TO BE SUBMITTED WITH YOUR BID.**



## **SECTION 6: BOND & INSURANCE FORMS**



## **BONDS AND INSURANCE INSTRUCTIONS**

### **Instruction Sheet**

1. Insurance Company must be licensed by State of Texas.
2. Agent signing bonds must be licensed in Texas.
3. Agent signing bonds must have Power of Attorney on behalf of insurance company.
4. If Agent signing bonds has Power of Attorney, but not licensed in Texas, then the bond must be counter-signed by Texas local recording agent.

**ALL THE ABOVE INFORMATION CAN BE FOUND AT**

Texas Department of Insurance website –[www.tdi.state.tx.us](http://www.tdi.state.tx.us)

5. Make sure the dollar amount on both Performance and Payment Bonds match the amount of the Agreement & Bid Form Sheet.
6. Both Performance and Payment Bonds should be signed by Authorized Person. If the contractor is a corporation, then it should be signed by the President or the Vice-President. If the contractor is not incorporated, then it may be signed by the Owner. Please state the title of the authorized person.



**PERFORMANCE BOND**

STATE OF TEXAS  
HARRISON COUNTY

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
\_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_  
\_\_\_\_\_, and State of \_\_\_\_\_, as principal, and \_\_\_\_\_ authorized  
under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly  
bound unto the County of Harrison, Texas (Owner), in the penal sum of: \_\_\_\_\_  
Dollars (\$\_\_\_\_\_) for the payment whereof, the said Principal and Surety bind  
themselves, and their heirs, administrators, executors, successors and assigns, jointly and  
severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated  
the \_\_\_\_\_ day of \_\_\_\_\_, 2026, to complete the

**ANNUAL SEALCOAT PROGRAM**

which contract is hereby referred to and made 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 said Contract and shall in all respects duly and faithfully  
observe and perform all and singular covenants, conditions and agreements in and by said  
contract agree and covenanted by the Principal to be observed and preformed, and according to  
the true intent and meaning of said Contract and the Plans and Specification's hereto annexed, 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, as amended, and all liabilities on this bond shall  
be determined in accordance with the provisions of said Chapter to the same extent as if it were  
copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time,  
alteration or addition to the terms of the contract, or to the work performed thereunder, or the  
plans, specifications, or drawings accompanying the same, shall in anywise affect its obligation  
on the bond, and it does hereby waive notice of any such change, extension of time, alteration or  
addition to the terms of the contract, or to the work to be performed thereunder.



IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



The name and address of the Resident Agent of Surety is: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**PAYMENT BOND**

STATE OF TEXAS  
HARRISON COUNTY

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_ of the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, as principal, and \_\_\_\_\_ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the County of Harrison, Texas (Owner), in the penal sum of: \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2026, to construct

**ANNUAL SEALCOAT PROGRAM**

which contract is hereby referred to and made 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, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise affect its obligation on the bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.



IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



The name and address of the Resident Agent of Surety is: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**MAINTENANCE BOND**

STATE OF TEXAS§  
COUNTY OF HARRISON§

KNOW ALL MEN BY THESE PRESENTS: THAT \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation organized under the laws of \_\_\_\_\_, as Sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the County of Harrison, a municipal corporation, Harrison County, Texas the sum of \_\_\_\_\_ dollars (\$\_\_\_\_), for the payment of which sum will truly be made unto said County of Harrison, and its successors, and said Principal and Sureties do hereby bind themselves, their assigns and successors jointly and severally.

THIS obligation is conditioned; however, that whereas, the said \_\_\_\_\_ has this day entered into a written contract with the said County of Harrison to build and construct

**ANNUAL SEALCOAT PROGRAM**

which contract and the plans and specifications therein mentioned, adopted by the County of Harrison are hereby expressly made a part thereof as though the same were written embodied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the Contractor will maintain and keep in good repair, the work herein contracted to be done and performed, for a period of one (1) year from the date of the acceptance of said work, and to do all necessary repairing and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the Contractor. It being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material and charge the same against the said Contractor, and Sureties on this obligation, and the said Contractor Sureties hereon shall be subject to the liquidation damages mentioned in said contract for each day's failure on its part to comply with the terms of said provisions of said contract. Now, therefore, if the said Contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of one (1) year, as provided, then these presents shall be null and void, and have not further effect, but if default shall be made by said Contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said County of Harrison shall have and recover from the said Contractor and its Principal and Sureties damages in the premises, as provided; and it is further agreed that this obligation shall be continuing one against the Principal and Sureties, hereon, and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said



maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



The name and address of the Resident Agent of Surety is: \_\_\_\_\_

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NOTE: Date of Maintenance Bond must not be prior to date of the contract.



# CERTIFICATE OF LIABILITY INSURANCE

## Instruction Sheet

### 1. CERTIFICATE OF LIABILITY INSURANCE FORM

The County of Harrison’s Certificate of Liability Insurance form provided herein or a standard ACORD form.

### 2. PRODUCER and INSURED

Please list name, address, phone number and e-mail.

### 3. COMPANIES AFFORDING COVERAGE

TDI number required. The TDI number can be obtained from the Texas Dept. of Insurance Website:

<http://www.tdi.state.tx.us/> – Company Lookup.

**Note:** Exception to this rule. In certain instances, where there are unusual risks involved, Surplus Lines Insurance Carriers can be used. Below are the guidelines:

a) Insurance Company does not have to be “licensed in Texas”, but they do have to be “eligible for a Texas license.” Please verify with the Texas Dept. of Insurance Website: <http://www.tdi.state.tx.us/>. – Company Lookup

b) Policy has to be written by licensed surplus lines Agent.

Also verify with the Texas Dept. of Insurance Website: <http://www.tdi.state.tx.us/> - Agent Lookup

### 4. TYPES OF INSURANCE COVERAGE

#### A. CONSTRUCTION CONTRACT:

Please double check the General Conditions and the Supplemental General Conditions for the types and amounts of insurance required. The Supplemental General Conditions usually state the following:

a) Business Automobile Liability Insurance

b) Workers’ Compensation and Employers’ Liability Insurance

c) Commercial General Liability Insurance

d) Builders’ Risk Insurance – (Generally required for all “vertical” construction. Check with Project Manager for requirements.)

FOR ALL OTHER CONTRACTS, PLEASE REFER TO THE INSURANCE SECTION FOR TYPE OF INSURANCE REQUIRED. (For example, Engineering Service Contracts usually require “professional liability insurance”.)

### 5. EFFECTIVE DATE & EXPIRATION DATE

Please make sure dates are current.



6. County of Harrison must be listed on the Certificate of Insurance as an additional insured (except Workers Compensation and Builders Risk).
7. Certificate must indicate that the insurance Company must give the County of Harrison notice of any changes, cancellation, etc. at least thirty (30) days prior to date of change.
8. Make sure Certificate is signed by an Agent Licensed in the State of Texas, this can also be found on the Texas Department of Insurance website:  
[www.tdi.state.tx.us](http://www.tdi.state.tx.us) – Agent Lookup.



**CERTIFICATE OF LIABILITY INSURANCE**

Date: \_\_\_\_\_

**PRODUCER:**

\_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**INSURED:**

\_\_\_\_\_  
 \_\_\_\_\_  
 Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

TDI number required. Please refer to the Texas Dept of Insurance website: <http://www.tdi.state.tx.us/>

	COMPANIES AFFORDING COVERAGE	TDI
A		
B		
C		
D		

THIS IS TO CERTIFY THAT the Insured named above is insured by the Companies listed above with respect to the business operations hereinafter described, for the types of insurance and in accordance with the provisions of the standard policies used by the companies, and further hereinafter described. Exceptions to the policies are noted below.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$ PERSONAL & ADV. INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS \$ EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
	PROFESSIONAL LIABILITY				
	BUILDERS' RISK INSURANCE OR INSTALLATION INSURANCE				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS/EXCEPTIONS**

The City of Round Rock is named as additional insured with respect to all policies except 'Workers' Compensation and Employers' Liability' and 'Professional Liability'. Should any of the above described policies be cancelled or changed before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named below.

CERTIFICATE HOLDER: City Manager  
 City of Round Rock  
 221 E. Main Street  
 Round Rock, Texas 78664

SIGNATURE OF AGENT LICENSED IN STATE OF TEXAS  
 \_\_\_\_\_  
 Typed Name: \_\_\_\_\_  
 License ID: \_\_\_\_\_

00650 10-2010  
 00205796



## **SECTION 7: GENERAL CONDITIONS**



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## GENERAL CONDITIONS OF AGREEMENT

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## **GENERAL CONDITION**

### **1. DEFINITIONS OF TERMS**

#### **1.1. OWNER, CONTRACTOR AND ENGINEER.**

The OWNER, the CONTRACTOR and the ENGINEER are those persons or organizations identified as such in the Agreement and are referred to throughout the Contract Documents as if singular in number and masculine in gender. The term ENGINEER means the ENGINEER, or his duly authorized representative. The ENGINEER shall be understood to be the ENGINEER of the OWNER and nothing contained in the Contract Documents shall create any contractual or agency relationship between the ENGINEER and the CONTRACTOR

#### **1.2. CONTRACT DOCUMENTS.**

The Contract Documents shall consist of the Notice to Contractors (Advertisement), Special Conditions (Instructions to Bidders), Proposal, signed Agreement Performance and Payment Bonds (when required), General Conditions of the Agreement, Technical Specifications, Plans, and all modifications thereof incorporated in any of the documents before the execution of the agreement.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Signed Agreement, Performance and Payment Bonds, Special Bonds (if any), Proposal, Special Conditions of Agreement, Notice to Contractors. Technical Specifications, Plans, and General Conditions of Agreement.

#### **1.3. SUB-CONTRACTOR.**

The term Sub-Contractor, as employed herein, includes only those having direct contract with the CONTRACTOR and it includes one who furnished material worked to a special design; according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

#### **1.4. WRITTEN NOTICE.**

Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

#### **1.5. WORK.**

The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for tile execution and completion of the work covered by the Contract Documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The CONTRATOR shall, if required furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words that so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

#### **1.6. 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 ENGINEER or 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.

#### 1.7. WORKING DAY.

A "Working Day" is defined as any day not including Saturdays, Sundays or legal holidays, in which weather or other conditions, not under the control of the CONTRACTOR, will permit construction of the principal units of the work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.

#### 1.8. CALENDAR DAY.

"Calendar Day" is any day of the week or month, no days being excepted.

#### 1.9. SUBSTANTIALLY COMPLETED.

By the term "substantially completed" is meant that the structure has been made suitable for use or occupancy or the facility is in condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

### 2. RESPONSIBILITIES OF THE ENGINEER AND THE CONTRACTOR

#### 2.1. OWNER-ENGINEER RELATIONSHIP.

The ENGINEER will be the OWNER'S representative during construction. The duties, responsibilities and limitations of authority of the ENGINEER as the OWNER'S representative during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER and ENGINEER. The ENGINEER will advise and consult with the OWNER, and all of OWNER'S instructions to the CONTRACTOR shall be issued through the ENGINEER.

#### 2.2. PROFESSIONAL INSPECTION BY ENGINEER.

The ENGINEER shall make periodic visits to the site to familiarize himself generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the ENGINEER shall not be responsible for making any detailed, exhaustive, comprehensive or continuous on-site inspection of the quality or quantity of the work or be in any way responsible, directly or indirectly, for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith. Notwithstanding any other provision of this agreement or any other Contract Document, the ENGINEER shall not be in any way responsible or liable for any acts, errors, omissions or negligence of the CONTRACTOR, any subcontractor or any of the CONTRACTOR'S or subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the work.

#### 2.3. PAYMENTS FOR WORK.

The ENGINEER shall review CONTRACTOR'S applications for payment and supporting data, determine the amount owed to the CONTRACTOR and approve in writing, payment to CONTRACTOR in such amounts; such approval of payment to CONTRACTOR constitutes a representation to the OWNER of ENGINEER'S professional judgment that



the work has progressed to the point indicated to the best of his knowledge, information and belief, but such approval of an application for payment to CONTRACTOR shall not be deemed as a representation by ENGINEER that ENGINEER has made any examination to determine how or for what purpose CONTRACTOR has used the moneys paid on account of the Contract price.

#### 2.4. INITIAL DETERMINATIONS.

The ENGINEER initially shall determine all claims, disputes and other matters in question between the CONTRACTOR and the OWNER relating to the execution or progress of the work or the interpretation of the Contract Documents and the ENGINEER'S decision shall be rendered in writing within a reasonable time. Should the ENGINEER fail to make such decision within a reasonable time, appeal to arbitration may be taken as if his decision had been rendered against the party appealing.

#### 2.5. OBJECTIONS.

In the event the ENGINEER renders any decision which, in the opinion of either party hereto, is not in accordance with the meaning and intent of this contract, either party may file with the ENGINEER within thirty days his written objection to the decision, and by such action may reserve the right to submit the question so raised to arbitration as hereinafter provided.

#### 2.6. LINES AND GRADES.

Unless otherwise specified, all lines and grades shall be furnished by the ENGINEER or his representative. Whenever necessary, construction work shall be suspended to permit performance of this work, but such suspension will be as brief as practicable and the CONTRACTOR shall be allowed no extra compensation therefore. The CONTRACTOR shall give the ENGINEER ample notice of the time and place where line and grades will be needed. All stakes, marks, etc. shall be carefully preserved by the CONTRACTOR and in case of careless destruction or removal by him or his employees, such stakes, marks, etc., shall be replaced at the CONTRACTOR'S expense.

#### 2.7. CONTRACTOR'S DUTY AND SUPERINTENDENCE.

The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants. The superintendent shall represent the CONTRACTOR in his absence and all directions given to him shall be as binding as if given to the CONTRACTOR.

The- CONTRACTOR is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the OWNER and ENGINEER being interested only in the result obtained and conformity of such completed improvements to the plans, specifications and contract.

Likewise, the CONTRACTOR shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Engineering construction drawings and specifications, as well as any additional information concerning the work be performed passing from or through the ENGINEER



shall not be interpreted as requiring or allowing CONTRACTOR to deviate from the plans and specifications, the intent of such drawings, specifications and any other such instructions being to define with particularity the agreement of the parties as to the work the CONTRACTOR is to perform. CONTRACTOR shall be fully and completely liable; at his own expense, for design, construction, installation and use, or nonuse, of all items and methods incident to performance of the contract, and for all loss, damage or injury incident thereto, either to person or property including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar: items or devices used by him during construction.

Any review of in process, or any visit or observation during construction, or any clarification of plans and specifications, by the ENGINEER, or any agent, employee, or representative of either of them whether through personal observation on the project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or method, is agreed by the CONTRACTOR to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the contract, or for the purpose of enabling CONTRACTOR to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the CONTRACTOR from full and complete responsibility for the proper performance of his work on the project, including but without limitation the propriety of means and methods of the CONTRACTOR for performing said contract, and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by 'the CONTRACTOR from plans and specifications that may have been in evidence during any such visitation or observation by the ENGINEER. or any of his representatives, whether called to the CONTRACTOR'S attention or not shall in no way relieve CONTRACTOR from his responsibility to complete all work ill accordance with said plans and specifications.

#### 2.8. CONTRACTOR'S UNDERSTANDING.

It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work, the confirmation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the OWNER or ENGINEER either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

#### 2.9. CHARACTER OF WORKMEN.

The CONTRACTOR agrees to employ only orderly and competent men, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the ENGINEER shall inform him, in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the ENGINEER'S written consent.

#### 2.10. CONTRACTOR'S BUILDING.

The building of structures for housing men, or the erection of tents or other forms of



protection, will be permitted only at such places as the ENGINEER shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the ENGINEER.

#### 2.11. SANITATION.

Necessary sanitation 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 ENGINEER, and their use shall be strictly enforced.

#### 2.12. SHOP DRAWINGS.

The CONTRACTOR shall submit to the ENGINEER with such promptness as to cause no delay in his own work or in that of any other Contractor, four checked copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the ENGINEER shall pass upon them with reasonable promptness, making desired corrections. The CONTRACTOR shall make any corrections required by the ENGINEER; files with him two corrected copies and furnish such other copies as may be needed. The ENGINEER'S approval of such drawings or schedules shall not relieve the CONTRACTOR from responsibility for deviations from drawings or specifications, unless he has in writing called the ENGINEER'S attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules. It shall be the CONTRACTOR'S responsibility to fully and completely review all shop drawings to ascertain their effect on his ability to perform the required contract work in accordance with the plans and specifications and within the contract time.

Such review by the ENGINEER shall be for the sole purpose of determining the sufficiency of said drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the CONTRACTOR of his duty as an independent contractor as previously set forth, it being expressly understood and agreed that the ENGINEER does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods, reflected thereby, in relation to the safety of either person, or property during CONTRACTOR'S performance hereunder.

#### 2.13. PRELIMINARY APPROVAL.

The ENGINEER shall not have the power to waive the obligations of this contract for 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 the ENGINEER to discover, object to or condemn any defective work or material shall release the CONTRACTOR from the obligation to at once tear 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 the 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 re-examination, by the ENGINEER, prior to final acceptance, and if found not in accordance with the



specifications for said work, all expense of removing, re-examination 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 OWNER; provided that where inspection or approval is specifically required by the specifications prior to performance of certain work, should the CONTRACTOR proceed with such work without requesting prior inspection or approval he shall bear all expense of taking up, removing, and replacing this work if so directed by the ENGINEER.

#### 2.14. DEFECTS AND THEIR REMEDIES.

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

#### 2.15. CHANGES AND ALTERATIONS.

The CONTRACTOR further agrees that the OWNER may make such changes and alterations as 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 Performance and Payment 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, except as provided for unit price items under Section 5 "Measurement and Payment." If the amount of work is increased, and the 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, if any, established for such work under this contract, except as provided for unit price items under Section 5 "Measurement Payment;" 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 expenses incurred in preparation for the work as originally planned.

### 3. GENERAL OBLIGATIONS AND RESPONSIBILITIES

#### 3.1. KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE.

The ENGINEER shall furnish the CONTRACTOR with an adequate and reasonable number of copies of all plans and specifications without expense to him, and the CONTRACTOR shall keep one copy of the same constantly accessible on the work, with the latest revisions noted thereon.

#### 3.2. OWNERSHIP OF DRAWINGS.

All drawings, specifications and copies thereof furnished by the ENGINEER shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to him on request, at the completion of the work. All models are the property of the OWNER.



### 3.3. ADEQUACY OF DESIGN.

It is understood that the OWNER believes it has employed competent engineer and designers. It is, therefore, agreed that the OWNER shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project; provided the CONTRACTOR has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The burden of proof of such compliance shall be upon the CONTRACTOR to show that he has complied with the said requirements of the Contract Documents, approved modifications thereof and all approved additions and alterations thereto.

### 3.4. RIGHT OF ENTRY.

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

### 3.5. COLLATERAL CONTRACTS.

The OWNER agrees to provide by separate contract or otherwise, all labor and material essential to the completion of the work specifically excluded from this contract, in such manner as not to delay the progress of the work, or damage said CONTRACTOR except where such delays are specifically mentioned elsewhere in the Contract Documents.

### 3.6. DISCREPANCIES AND OMISSIONS.

It is further agreed that it is the intent of this contract that all work must be done and all material must be furnished in accordance with the generally accepted practice, and in the event of any discrepancies between the separate contract documents, the priority of interpretation defined under "Contract Documents" shall govern. In the event that there is still any doubt as to the meaning and intent of any portion of the contract, specifications or drawings, the ENGINEER shall define which is intended to apply to the work.

### 3.7. EQUIPMENT, MATERIALS AND CONSTRUCTION PLANT.

The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.

### 3.8. 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 to 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 for which the OWNER becomes liable then the CONTRACTOR shall reimburse the OWNER for such loss.

### 3.9. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC.



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. All machinery and equipment and other physical hazards shall be guarded in accordance with the “Manual of Accident Prevention in Construction” of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR acting at his discretion as an independent contractor.

### 3.10. PERFORMANCE AND PAYMENT BONDS.

Unless otherwise specified, it is further agreed by the parties to this Contract that the CONTRACTOR will execute separate performance and Payment bonds, each in the sum of one hundred (100) percent of the total contract price, in standard forms for this purpose, guaranteeing faithful performance of the work and the fulfillment of any guarantees required and :further guaranteeing payment to all persons supplying labor and materials furnishing him any equipment in the execution of the Contract, and it is agreed that this Contract shall not be in effect until such performance and payment bonds are furnished and approved by the OWNER

Unless otherwise approved in writing by the OWNER, the Surety Company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the CONTRACTOR’S proposal.

### 3.11. LOSSES FROM NATURAL CAUSES.

Unless otherwise specified, al loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of the same. 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.

### 3.12. PROTECTION OF ADJOINING PROPERTY.

The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to undertaken under this Agreement from any damage or injury by reason of said process 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 to indemnify. save and hold harmless the owner and ENGINEER against any claim or claims for damages due to any: injury to any adjacent or adjoining property, arising or growing out of the performance of the contract; but any such indemnity shall not apply to any claim of any kind arising out of the existence or character of the work.

### 3.13. PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIAL MEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES.



The CONTRACTOR agrees that he will indemnify and save the OWNER and ENGINEER harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance 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 so to do, then the OWNER may at the option of the CONTRACTOR either pay directly any unpaid bills. of which the OWNER has written notice, 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 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 by either the CONTRACTOR or his Surety.

#### 3.14. PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION.

The CONTRACTOR shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the patentee or owner. The CONTRACTOR shall defend all suits or claims for infringement of any patent or copyright rights and shall indemnify and save the OWNER and ENGINEER harmless from any loss on account thereof, except that the OWNER shall defend all such suits and claims and shall be responsible for any such loss when a particular design, device material or process or the product of a particular manufacturer or manufacturers is specified or required by the OWNER; provided, however; if choice of alternate design, device; material or process is allowed to the CONTRACTOR then CONTRACTOR shall indemnify and save OWNER harmless from any loss on account thereof. If the material or process specified or required by the OWNER is an infringement, the CONTRACTOR shall be responsible for such loss unless he promptly gives such information to the OWNER.

#### 3.15. 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 or the work; and shall indemnify and save harmless the OWNER and ENGINEER against any claim arising from the violation of any such laws, ordinances, and regulations whether by the CONTRACTOR or his employees, except where such violations are called for by the provisions of the Contract Documents. If the CONTRACTOR observes that the plans and specifications are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the CONTRACTOR performs any work knowing it to be contrary to such laws. ordinances, rules and regulations, and without such notice to the ENGINEER, he shall bear all costs arising therefrom. 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 same regulates the objects for which or the manner-in which, or the conditions und 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.



### 3.16. 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, or sublet said contract without the written consent of the ENGINEER, 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 for the performance of this contract shall not relieve the CONTRACTOR from his full obligations to the OWNER, as provided by this Agreement.

### 3.17. INDEMNIFICATION.

The CONTRACTOR shall defend, indemnify and hold harmless the OWNER and the ENGINEER and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

- (1) Is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and,
- (2) Is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

The obligation of the CONTRACTOR under this Paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, Change Orders, designs or specifications, or the giving of or the failure to give directions or instructions by the ENGINEER his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

### 3.18. CERTIFICATE OF INSURANCE.

Before commencing any of the work, CONTRACTOR shall file with the OWNER valid Certificates of Insurance acceptable to the OWNER and the ENGINEER. Such Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least fifteen days' prior written notice has been given to the OWNER.

The CONTRACTOR shall also file with the OWNER valid Certificates of Insurance covering all sub-contractors.

## 4. PROSECUTION AND PROGRESS

### 4.1. TIME AND ORDER OF COMPLETION.

It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the CONTRACTOR shall be allowed to prosecute his work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction provided, however, that the order and the time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in



the Proposal and/or Item 19 of the Instruction to Bidders; provided, also, that when the OWNER is having other work done, either by contract or by his own force, the ENGINEER may direct the time and manner of constructing the work done under this contract, so that conflict will be avoided and the construction of the various works being done for the OWNER shall be harmonized.

The CONTRACTOR shall submit, at such times as may reasonably be requested by the ENGINEER schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimates dates of completion of the several parts.

#### 4.2. 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, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the CONTRACTOR'S control, or by any cause which the ENGINEER 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 to be determined by the ENGINEER provided, however, that the CONTRACTOR shall give the ENGINEER prompt notice in writing of the cause of such delay.

#### 4.3. HINDRANCES AND DELAYS.

No claims shall be made by the CONTRACTOR for damages resulting from 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 the act of the OWNER, then such expense as in the judgment of the ENGINEER is caused by such stoppage of said work shall be paid by the OWNER to the CONTRACTOR.

### 5. MEASUREMENT AND PAYMENT

#### 5.1. QUANTITIES AND MEASUREMENTS.

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

#### 5.2. ESTIMATED QUANTITIES.

This agreement, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this contract they 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 material to be furnished under this contract may differ somewhat from these estimates and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the CONTRACTOR agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences



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 20% more than, or 20% 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 the work above or below 20% of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater than five (5) percent of the total contract cost, computed on the basis of the proposal quantities and the contract unit prices.

Any revised consideration is to be determined by agreement between parties, otherwise by the terms of this Agreement, as provided under "Extra Work."

### 5.3. PRICE OF 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 the completion of all work and of the delivery of all material embraced in this Contract in Full conformity with the specifications and speculations 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. The CONTRACTOR hereby agrees to receive such prices in full for furnishing all material and all labor required for 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.

### 5.4. PARTIAL PAYMENTS.

On or before the second Wednesday of each month, the CONTRACTOR shall prepare and submit to the ENGINEER for approval or modification a statement showing as completely as practicable the total value of the work done by the CONTRACTOR up to and including the last day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work.

The OWNER shall then pay the CONTRACTOR on or before the fourth Friday of the current month the total amount of the approved statement, less ten (10) percent of the amount thereof, which, ten (10) percent shall be retained until final payment, and further less all previous payments and all farther Sums that may be retained by the OWNER under the terms of this Agreement. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the CONTRACTOR, the OWNER may, upon written recommendation of the ENGINEER, pay a reasonable and equitable portion of the retained percentage to the CONTRACTOR, or the CONTRACTOR at the OWNER'S option, may be relieved of the obligation to fully complete the work and, thereupon, the CONTRACTOR shall receive payment of the balance due him under the contract subject only to conditions stated under "Final Payment."

### 5.5. USE OF COMPLETED PORTIONS.

The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work notwithstanding the time for completing the entire work or such portions may not have expired but such taking possession and use shall not be deemed



an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to such extra compensation, or extension of time, or both, as the ENGINEER may determine. The CONTRACTOR shall notify the ENGINEER when, in the CONTRACTOR'S opinion, the contract is "substantially completed" and when so notifying the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER in writing a detailed list of unfinished work. The ENGINEER will review the CONTRACTOR'S list of unfinished work and will add thereto such items as the CONTRACTOR has failed to include. The "substantial completion" of the structure or facility shall not excuse the CONTRACTOR from performing all of the work undertaken, whether of a minor or major nature, and thereby completing the structure or facility in accordance with the Contract Documents;

#### 5.6. FINAL COMPLETION AND ACCEPTANCE.

Within ten (10) days after the CONTRACTOR has given the ENGINEER written notice that the work has been completed, or substantially completed, the ENGINEER and 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 Contract Documents, the ENGINEER shall issue to the OWNER and the CONTRACTOR his Certificate of Completion, and thereupon it shall be the duty of the OWNER within ten (10) days to issue a Certificate of Acceptance of the work to the CONTRACTOR or to advise the CONTRACTOR in writing of the reason or non-acceptance.

#### 5.7. FINAL PAYMENT.

Upon the issuance of the certificate of Completion, the ENGINEER shall proceed to make final measurements and prepare final statement, of the value of all work performed and materials furnished under the terms of the Agreement and shall certify same to the OWNER who shall pay to the CONTRACTOR on or before the 30th day, and before the 35th day, after the date of the Certificate of Completion, the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract; and said payment shall become due in any event upon said performance by the CONTRACTOR. Neither the Certificate of Acceptance or the final payment, nor any provision in the Contract Documents shall relieve the CONTRACTOR of the obligation for fulfillment of any warranty that may be required.

#### 5.8. PAYMENTS WITHHELD.

The OWNER may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- (1) Defective work not remedied.
- (2) Claims filed or reasonable evidence indicating probable filing of claims.
- (3) Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor.
- (4) Damage to another contractor.
- (5) Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
- (6) Reasonable indication that the work will not be completed within the contract time



When the above grounds are removed or the CONTRACTOR provides a Surety Bond satisfactory to the OWNER, which will protect the OWNER in the amount withheld, payment shall be made for amounts withheld because of them.

#### 5.9. DELAYED PAYMENTS.

Should the OWNER fail to make payment to the CONTRACTOR of the sum named in any partial or final statement, when payment is due, then the OWNER shall pay to the CONTRACTOR; in addition to the sum shown as due by such statement interest thereon at the rate of six (6) per cent per annum, unless otherwise specified, from date due as provided under "Partial Payments" and "Final Payment" until fully paid, which shall fully liquidate any injury to the CONTRACTOR, growing out of such delay in payment, but the right is expressly reserved to the CONTRACTOR in the event payments be not promptly made, as provided under "Partial Payments," to at any time thereafter treat the contract as abandoned by the OWNER and recover compensation, as provided under "Abandonment of Contract," unless such payments are withheld in accordance with the provisions of "Payments Withheld."

### 6. EXTRA WORK AND CLAIMS

#### 6.1. CHANGE ORDERS:

Without invalidating this Agreement, the OWNER may, at any time, or from time to time, order deletions or revisions to the work; such changes will be authorized by Change Order to be prepared by the ENGINEER for execution by the OWNER and the CONTRACTOR. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for Extra Work, and any change in contract time, which may result from the change.

In the event the CONTRACTOR shall refuse to execute a Change Order which has been prepared by the ENGINEER and executed by the OWNER, the ENGINEER may in writing instruct the CONTRACTOR to proceed with the work as set forth in the Change Order and the CONTRACTOR may make claim against the OWNER for extra work involved therein, as here provided.

#### 6.2. MINOR CHANGES:

The ENGINEER may authorize minor changes in the work not inconsistent with the overall intent of the Contract Documents and not involving an increase in Contract Price. If the CONTRACTOR believes that any minor change or alteration authorized by the ENGINEER involves Extra Work and entitles him to an increase in the Contract Price, the Contractor shall make written request to the ENGINEER for a written Field Order.

In such case, the CONTRACTOR by copy of his communication to the ENGINEER or otherwise in writing shall advise the OWNER of his request to the ENGINEER for a written Field Order and that the work involved may result in an increase in the Contract Price.

Any request by CONTRACTOR for a change in Contract Price shall be made prior to beginning the work covered by the proposed change.

#### 6.3. EXTRA WORK:

It is agreed that the basis of compensation to the CONTRACTOR for work either added or deleted by a Change order or for which a claim for Extra Work is made shall be determined by one or more of the following methods:



Method (A) By agreed unit prices; or Method (B) By agreed lump sum; or  
Method (C) If neither Method (A) nor Method (B) be agreed upon before the  
Extra Work is commenced, then the CONTRACTOR shall be paid the “actual field  
cost” of the work, plus fifteen (15) percent.

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 to the CONTRACTOR of a workmen, such as foreman, timekeepers, 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, 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, Old Age Benefits and other payroll taxes, and, a ratable proportion of premiums on Performance and Payment Bonds and Maintenance Bonds, Public Liability, and Property Damage and Worker’s Compensation, and all other insurance as may be required by any law or ordinance, or directed by the OWNER, or by them agreed to. The ENGINEER may direct the form in which accounts of the “actual field cost” shall be kept and the records of these accounts shall be made available to the ENGINEER. The ENGINEER or OWNER 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 noted by the CONTRACTOR unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100 percent, unless otherwise specified, of the latest schedule of Equipment Ownership expense adopted by the Associated General Contractors 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 fifteen (15%) percent 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 primarily on account of such Extra Work; then the costs to maintain and operate 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 ENGINEER. In case any orders or instructions, either oral or written, appear to the CONTRACTOR to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the ENGINEER for written order authorizing such Extra Work should a difference of opinion arise as to what does not constitute Extra Work, or as to the payment therefore, 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 the “actual field cost” thereof, as provided under Method (C), The CONTRACTOR will thereby preserve the right to submit the matter of payment to arbitration, as herein below provided.

#### 6.4. TIME OF FILING CLAIMS.

It is further agreed by both parties her to that all questions of dispute or adjustment presented by the CONTRACTOR shall be in writing and filed with the ENGINEER within thirty (30) days after the ENGINEER has given any directions, order or instruction to which



the CONTRACTOR desires to take exception. The ENGINEER shall reply within thirty (30) days to such written exceptions by the CONTRACTOR and render his final decision in writing. In case the CONTRACTOR should appeal from the ENGINEER'S decision, any demand for arbitration shall be filed with the ENGINEER and the OWNER in writing within ten (10) days after the date of delivery to CONTRACTOR of the ENGINEER'S final decision. It is further agreed that final acceptance of the work by the OWNER and the acceptance by the CONTRACTOR of the final payment shall be a bar to any claims by either party, except where noted otherwise in the Contract Documents.

#### **6.5. ARBITRATION.**

All questions of dispute under this Agreement shall be submitted to arbitration at the request of either party to the dispute. The parties may agree upon one arbiter, otherwise, there shall be three, one named in writing by each party, and the third chosen by the two arbiters so selected; or if the arbiters fail to select a third within ten (10) days, he/she shall be chosen by a District Judge serving the County in which the major portion of the project is located, unless otherwise specified. Should the party demanding arbitration fail to name an arbiter within ten (10) days of the demand, his right to arbitrate shall lapse, and the decision of the ENGINEER shall be final and binding on him. Should the other party fail to choose an arbiter within ten (10) days, the ENGINEER shall appoint such arbiter. Should either party refuse or neglect to supply the arbiters with any paper or information demanded in writing, the arbiters are empowered by both parties to take ex parte proceedings.

The arbiters shall act with promptness. The decision of any two shall be binding on both parties to the contract. The decision of the arbiters upon any question submitted to arbitration under this contract shall be a condition precedent to any right of legal action. The decision of the arbiter or arbiters may be filed in court to carry it into effect.

The arbiters, if they deem the case demands it, are authorized to award the party whose contention is sustained, such sums as they deem proper for the time, expense and trouble incident to the appeal, and if the appeal was then without reasonable cause, they may award damages for any delay occasioned thereby. The arbiter shall fix their own compensation, unless otherwise provided by agreement, and shall assess the cost and charges of the arbitration upon either or both parties. The award of the arbiters must be made in writing.

### **7. ABANDONMENT OF CONTRACT**

#### **7.1. ABANDONMENT BY CONTRACTOR.**

In case CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the OWNER, or the ENGINEER, or if the CONTRACTOR fails to comply with the orders of the ENGINEER, when Such orders are consistent with the Contract Documents, then and in that case, where performance and payment bonds exist, the Sureties of these bonds 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 the OWNER or Surety on the performance bond, or another contractor in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefore accept when used in connection with Extra Work, where credit shall be allowed



as provided for under Section 6, Extra Work, and Claims), 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.

Where there is no performance bond provided or in case the Surety should fail to commence compliance with the notice for completion herein before provided for, within ten (10) days after service of such notice, then the OWNER may provide for completion of the work in either of the following elective manners:

7.1.1. The OWNER may thereupon employ such fore 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, materials and supplies to said CONTRACTOR and expense 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

7.1.2. The OWNER under sealed bids, after five (5) days' notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case any increase in cost to the OWNER under the 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 therefore. 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 Paragraph 5.06 herein above, 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 fifteen (15) days after the date such Certificate of Completion.

In the event the statement of accounts allows 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 his Surety. Should the cost to complete the work-exceed the contract price, the CONTRACTOR and/or his Surety fail to pay the amount due the OWNER within the time designated hereinabove, 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 his Surety at the respective addresses 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 fifteen (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 owner. The books on all operations provided herein shall be open to the CONTRACTOR and his Surety.

#### 7.2. 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 ten (10) days after written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment, and all materials on the site of work that have not been included in payments to the CONTRACTOR and have not been brought 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 where unit prices are used), the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the terms of this contract, and a 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 the CONTRACTOR by deduction 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 this Agreement and shall certify same to the OWNER who shall pay to the CONTRACTOR on or before thirty (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.



## **SECTION 8: SUPPLEMENTARY CONDITIONS**



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## **SUPPLEMENTARY CONDITIONS**

### **1. OWNER**

Whenever the term “Owner” appears in these specifications, it shall be understood to mean THE COUNTY OF HARRISON, TEXAS.

### **2. ENGINEER**

The word Engineer in these specifications shall be understood as referring to The County Engineer of the County Marshall, Texas, or such other Engineer, Director, Supervisor or Inspector as may be authorized by said Owner to act in any particular position.

### **3. STANDARD SPECIFICATIONS**

The Standard Specifications for this project are as follows:  
For Street Related Work - The Texas Department of Transportation Standard Specifications for Construction of Highways, Streets, and Bridges, 1993 Edition. as amended

### **4. 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 methods of providing ingress and egress to private properties and of handling traffic during construction of the entire project.

### **5. QUALIFICATION OF LOW BIDDER**

Before being awarded a contract. the low bidder shall submit such evidence as the Engineer may require to establish his financial responsibility, experience, and possession of such equipment may be needed to prosecute the work in expeditious, safe, and satisfactory manner.

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

### **6. AWARD OF THE CONTRACT**

The Owner, acting through its authorized representatives, will notify the successful bidder, in writing. within one hundred twenty (120) days after the date of receiving bids of its acceptance of this proposal. Contractor shall complete the execution of the required Bond and Contract within fifteen (15) days of such notice.

### **7. ADDENDA**

Bidders desiring further information or interpretation of the Plans or Specifications must make request for such information to the Engineer, prior to 48 hours before the bid opening. Answers to all such requests will be given in writing to all bidders in Addendum form, and all Addenda will be bound with, and made a part of, the Contract Documents. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancy in or omission from the Plans, Specifications, or other Contract Documents, or should he be in doubt as to their meaning, he should at once notify the Engineer in order that a written Addendum may be sent to all bidders. Any addenda issued prior to 24 hours of the



opening of bids will be mailed or delivered to each Contractor contemplating the submission of a proposal on this work. The proposal as submitted by the Contractor will be so constructed as to include any addenda if such are issued by the Engineer prior to 24 hours of the opening of bids.

#### 8. BASIS FOR BID AWARD

If no alternates are specified in the bid proposal, award will be made to the lowest responsible, responsive bidder. However, the Owner reserves the right to reject any and all bids and to waive any irregularities as may be deemed best and in the Owner's interest.

#### 9. TIME FOR COMPLETION

The time allowed for completion of all items of work shall be one hundred twenty (120) consecutive calendar days, which time shall begin the tenth (10th) day after issuance of the Notice to Proceed. The Notice to Proceed shall consist of a written request by the Engineer for the Contractor to proceed with the construction of the project.

#### 10. LIQUIDATED DAMAGES FOR DELAY

The Contractor agrees that time is the essence of this Contract, and that for each day of delay beyond the number of calendar days herein agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for in the General Conditions of Agreement) the Owner may withhold, permanently from the Contractor's total compensation, the sum of Five Hundred Dollars (\$500.00) per calendar day or an amount equal to actual damages incurred by the Owner, whichever is greater, as stipulated damages for such delay.

#### 11. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the Owner's employees or by other Contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work in general harmony.

#### 12. CORPORATE CONTRACTS

Corporate contractors to be eligible to enter into contract with the Owner shall be qualified to do business in the State or States where the work is to be performed. All licensing requirements shall be complied with. Foreign corporations which have not domesticated or otherwise become licensed in the State or States where work will be performed shall obtain a permit to do business in such State or States pursuant to the State's requirements.

#### 13. PROPOSALS

Proposals must be submitted on forms furnished by the Owner, and endorsed as provided in the Contract Documents.

Proposals must be submitted filled out with ink or typewriter and without erasure, interlineation or changes. and if not made in accordance with the General Conditions and other contract documents, will be subject to rejection as irregular, yet the Owner reserves the right to waive any irregularities.

Proposals will be made in the name of the principal and, in a co-partnership, the names of all partners shall be given. Exact post office address shall be given in all cases. If proposal are



submitted by an agent, satisfactory evidence of agency authority must accompany the proposal.

#### 14. IRREGULAR PROPOSALS

Proposals shall be considered irregular and may be rejected for the following reasons unless otherwise provided by law:

- a) If the proposal form furnished to the Contractor by the Owner or the Owner's-Engineer is not used or is altered;
- b) If there are unauthorized additions or conditional bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning;
- c) If the bidder adds any provisions reserving the right-to accept or reject any award, or to enter into a contract pursuant to an award;
- d) If the unit or lump sum prices contained in the bid schedule are obviously unbalanced either in excess or below the reasonable cost analysis values;
- e) If the bidder fails to insert a unit price for every pay item indicated except in the case of authorized alternate pay items;
- f) If the bidder fails to complete the proposal in any other particulars where information is requested so bidder's proposal may be properly evaluated.

The Owner reserves the right to reject any or all bids and to waive irregularities as may be deemed best and in the Owner's interest.

#### 15. RETURN OF BID SECURITY

Bid security of the lowest two or more bidders may be retained until a contract is executed or rejection made by the Owner. Other bid security will be returned only after the canvass and tabulation of bids is completed.

#### 16. FAILURE TO EXECUTE CONTRACT

Should the successful bidder fail to execute the contract and furnish bonds satisfactory to the Owner to validate the same within ten (10) days after award of contract, his bid security shall be forfeited to the Owner as liquidated damages.

#### 17. RIGHT-OF-ENTRY

Contractor shall provide the Owner, the Owner's Architect or Engineer, or representative of the Federal, State, County, District and Municipal governmental services proper facilities for access to the work wherever it is in preparation or progress.

#### 18. 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, forty-eight (48) hours prior to the initiation of construction on easements 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 areas forty-eight (48) hours prior to initiation of the work.



## 19. CONSTRUCTION IN PUBLIC ROADWAYS AND PRIVATE DRIVEWAYS

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 road 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 all driveway entrances located along the roads. Owners or tenants of improvements where access and/or entrance drives are located shall be notified at least eight (8) 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.

The Contractor shall be responsible for all road and entrance reconstruction, and repairs and maintenance of same for a period of one (1) year from the date of such reconstruction. In the event the repairs and maintenance are not made immediately to the satisfaction of the Engineer, 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 public roadways or private driveways.

## 20. REFERENCE SPECIFICATIONS

Where reference is made in these specifications to specifications compiled by other agencies, organizations or departments, 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. Any reference to standard specifications in any of the Contract Documents shall always imply the latest edition of said standard specification or specifications available at time notice inviting Contractors to bid is published unless otherwise stated.

## 21. TRADE NAMES AND MATERIALS

No material which has been used by the Contractor for any temporary purpose 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 of 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 or judgment of the Engineer. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to all approved samples. 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 materials, 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.



## 22. QUALITY OF MATERIALS

In the absence of detailed specifications in other sections, all materials shall conform to the latest standards of the American Society for Testing Materials.

## 23. MATERIALS, SERVICES, AND FACILITIES

It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, equipment rental, water, heat, light, fuel, power, transportation, superintendence, temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.

## 24. WORKMANSHIP, MATERIALS, EQUIPMENT. AND STORAGE

All work done and all materials and equipment furnished by the Contractor shall strictly conform to the plans drawings, and specifications. Competent labor, mechanics, and tradesmen shall be used to supervise the installation of equipment as may be required by the Engineer. Any special tools or equipment which may be required for first class work shall be provided by the Contractor.

The acceptance at any time of materials by or in behalf of the Owner shall not be a bar to future rejection if they are subsequently found to be defective or inferior in quality or uniformity to the material specified. or are not as represented to the Engineer or Owner.

Contractor shall be responsible for the care and storage of materials delivered on the work site or purchased for use thereon. Stored materials shall be carefully and continuously protected from damage or deterioration and so located; as to facilitate inspection by the Owner and Engineer. This responsibility for the care and storage of materials shall be with the Contractor whether such materials are furnished by the Contractor or by the Owner.

## 25. INSPECTION AND TESTING OF MATERIALS.

- a) During the progress of the work. it shall be subject to the inspection and observance of the Engineer, and the contractor shall afford every reasonable facility and assistance to the Engineer to make such inspection thorough and intelligent if any work is covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.
- b) The fact that the Engineer is on the job site shall not be taken as an acceptance of the Contractor's work or any part of it. Contractor shall notify the Engineer upon completion of his contract and the work shall be given final inspection by the Engineer and any tests shall be witnessed by the Engineer, if all parts of the work are acceptable and substantially comply with the intent of the plans, drawings, and specifications. a recommendation of final acceptance will be made by the Engineer to the Owner. If parts of the work are not acceptable and require additional work by the Contractor to complete the project, necessitating additional inspection by the Engineer, the cost of such additional inspections including time, travel, and lodging, shall be paid for by the Contractor to the Owner who will reimburse the Engineer.
- c) Contractor shall submit to the Engineer seven (7) days in advance of construction, and without charge, samples or specifications of materials he proposes to use and shall not use these materials until he has received approval from the Engineer.



- d) The Owner shall direct and furnish all items necessary for the testing of all materials called for in the specifications. The Owner shall pay the cost of the tests, including all transportation charges unless otherwise noted in the specifications. The cost of re-testing any failed specimens shall be paid by the Contractor.
- e) All tests, unless otherwise provided, shall be in accordance with the pertinent sections of the latest edition of the standards applicable to the material or devices to be tested. a partial list of the principal societies referred to and their abbreviations follows:
- |        |   |
|--------|---|
| ASTM   | American Society for Testing Materials          |
| AISC   | American Institute of Steel Construction        |
| ACI    | American Concrete Institute                     |
| FS     | Federal Specifications                          |
| AASHTO | American Association of State Highway Officials |
| AWWA   | American Water Works Association                |
- f) All parts of the improvement shall conform to the standard of construction as given in detail under the various items, and in general to the intent thereof, and if they do not conform shall be made to do so by rebuilding or replacing or otherwise as directed by the Engineer or Owner before acceptance shall be made.

## 26. 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 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 number 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 Engineer may order the damaged portion immediately removed and replaced by the Contractor 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.

The Contractor shall use only battery-powered lights, enclosed lanterns or other lights satisfactory to the Engineer. Smudge pots or other lights, which have an open flame, will not be permitted.

## 27. DISPOSAL OF WASTE AND SURPLUS EXCAVATION

All trees, stumps, slashings, brush or other debris removed from the job site a preliminary to the construction of the work or its appurtenances shall be removed from the property and disposed of in a manner approved by the Engineer.

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 judgement of the Engineer, it can be neatly spread over and along the right-of-way.



## 28. GUARANTY AGAINST DEFECTIVE WORK

The Contractor shall indemnify the Owner against any repairs which may become necessary to any part the work performed under the contract, arising from defective workmanship or materials used therein, for a period of two (2) years from the date of final acceptance of the work.

## 29. RESTORATION OF SITE & CLEANUP

Upon completion of the project (or major portions thereof) the Contractor shall restore the site to its original condition or better. Driveways and streets shall be compacted and resurfaced as originally found. All private property disrupted during construction including fences, patios, retaining walls, sidewalks, wooden decks, etc. shall be mended or repaired to their original condition. At the conclusion of the work any tools, temporary structures, and materials belonging to the Contractor shall be promptly removed, and all dirt, rubbish and other foreign substances shall be disposed of.

The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver over such materials and equipment in an undamaged, clean condition.

## 30. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained at his expense all insurance required under this section of the General Conditions and by the Contract Documents, and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Such insurance shall remain in full force and effect on all phases of the work, whether or not the work is occupied or utilized by the Owner. until all work under the Contract is completed and has been accepted by the Owner.

Nothing contained in the insurance requirement shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under the Contract.

Any insurance bearing an adequacy of performance will be maintained after completion of the project for the full guarantee period.

The Contractor shall obtain and maintain for the full period of the Contract the following types of insurance in the form, minimum limits and amounts herein specified or as may be otherwise required in the Contract Documents. The Contractor shall automatically renew any policy which expires during the performance of his Contract and notify the Owner and Engineer of such a renewal prior to expiration date.

- a) Workmen's Compensation including Occupational Disease and Employer's Liability Insurance. Before commencement of the work. the Contractor shall take out and maintain during the life of this contract Statutory Workmen's Compensation Insurance and Occupational Disease Disability Insurance for all of his employees to be engaged in work under this Contract, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation and occupational Disease Disability Insurance for the latter's employees engaged in such work unless such employees are covered by the



protection afforded by the Contractor's insurance. In case any class of employees engaged in hazardous work under the Contractor is not protected under the Workmen's Compensation statute, or in case there is no applicable Workmen's Compensation Statute, the Contractor shall provide, and shall cause each subcontractor to provide adequate insurance for the protection of his employees not otherwise protected

- b) **Public Liability and Property Damage Insurance:** (Note "Indemnity" clause hereinafter). Before commencement of the work the Contractor shall submit written evidence that he and all his subcontractors have obtained for the period of the Contract Full Comprehensive General Liability and Property Damage Insurance coverage. This coverage shall protect the Contractor; the Owner; the Engineer, its architects and engineers; and each of their officers, agents and employees; from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this Contract by the Contractor, by any of his Subcontractors, or by anyone directly or indirectly employed of either of them. or under the control of either of them, and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the Contract Documents:

Public Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) for damages arising out of bodily or personal injury, sickness or disease, or death of one person and subject to the same limit for each person and in an amount not less than One Millions Dollars (\$1,000,000) in any one occurrence; and Property Damage Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of injury to or destruction of property of others in any one occurrence with an aggregate limit in the same amount.

The Property Damage portion of this coverage shall include where applicable explosion, collapse and underground exposure coverage. In addition, where Completed Operation Insurance coverage is applicable, such coverage will be maintained after completion -and acceptance of the project for the full guarantee period.

- c) **Automobile Liability and Property Damage Insurance:** Before commencement of the work. the Contractor shall submit written evidence that he and all his subcontractors have obtained Automobile Liability and Property Damage. Insurance coverage on all self-propelled vehicles used in connection with the Contract, whether owned, non-owned, or hired. The liability limits shall be not less than One Million Dollars (\$1,000,000) for injury or death of one person and in an amount not less than One Million Dollars (\$1,000,000) in any one occurrence; and Property Damage limits of not less than Five Hundred Thousand Dollars (\$500,000) in any one occurrence.
- d) **Contractual Liability Coverage:** Each and every policy for Liability Insurance carried by each Contractor and Subcontractor will include a "Contractual Liability Coverage" endorsement sufficiently broad to insure the provision titled "Indemnity" hereinafter set forth.
- e) **Indemnity:** The Contractor shall defend, indemnify and hold harmless the Owner; the Engineer, its Engineer's and each of their officers, agents, servants and employees



from any and all suits, actions, claims, losses or damage of any character and from all expenses incidental to the defense of such suits, actions or claims, based upon or arising out of or alleged to be based upon or arising out of (1) any injury, disease, sickness or death of any person or persons, (2) any damages to any property including in part loss of use thereof, caused by any act or omission of the Contractor, of any Subcontractor of the Contractor, or by their officers, agents, servants, employees, or anyone else under the Contractor's direction and control, and arising out of, occurring in connection with, resulting from, or caused by the performance or failure of performance of any work or services called for by the Contract or from conditions created by the performance or non-performance of said work or services, but not including the sole negligence of any party herein indemnified.

- f) **Builder's Risk "All-Risk" Insurance:** In addition to such Fire and extended insurance coverage which the Contractor or his Subcontractors elect to carry for their own protection. the Contractor before commencement of the work, shall effect and maintain for the life of his Contract Builder's Risk "All-Risk" Completed Value Insurance coverage upon the full insurable value of all portions of the project which is the subject of this Contract and subject to loss for which Builder's Risk "All-Risk" Insurance coverage gives protection, and shall include completed work and work in progress. This coverage shall be with an insurance company or companies acceptable to the Owner.

Such insurance shall include as Additional Named Insureds: the Owner; the Engineer, its architects and engineers; and each of their officers, agents, and employees; and any other persons with an insurable interest designated by the Owner as an Additional Named Insured.

Duplicate originals of the policy of insurance required herein shall be furnished to the Engineer as provided under "Evidence of Insurance Coverage" hereinafter.

- g) **Evidence of Insurance Coverage:** Before commencement of any work, the Contractor shall submit written evidence that he and all his Subcontractors have obtained the minimum insurance required by the Contract Documents. Such written evidence shall be in the form of a Certificate of Insurance (see attached form) executed by the Contractor's insurance carrier showing such policies in force for the specified period or by furnishing a copy of the actual policy or policies. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten (10) days' notice in writing to be delivered by registered mail to the owner.

The Contractor shall furnish duplicate originals of Builders' Risk "All-Risk" Completed Value Insurance coverage to the Engineer, one copy of which shall be for the Owner and one copy for the Engineer.

### 31. SAFETY

In accordance with generally accepted construction practices, the Contractor alone will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

The duty of the Engineer or Architect to conduct construction review of the Contractor's



performance is not intended to include review of the adequacy of the Contractor's safety measures, in, or on, or near the construction site.

### 32. 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 or repair the utilities or service lines with the same type of original material and construction, or better, at his own cost and expense.

### 33. DURING CONSTRUCTION

During construction of the work, the Contractor shall, at all times, keep the site of the work and adjacent premises as free from material, debris, and rubbish as is practicable and shall remove same from any portion of the site, if in the opinion of the Engineer, such material, debris, or rubbish constitutes a nuisance or is objectionable.

The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefore develops.

### 34. COPIES OF PLANS AND SPECIFICATIONS FURNISHED

Three (3) sets of plans and specifications shall be furnished to the Contractor, at no charge, for construction purposes. Additional copies may be obtained at cost of reproduction upon request.

### 35. LIGHT AND POWER

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

### 36. EXISTING STRUCTURES

The plans show the locations of all known surface and subsurface structures. 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 requires the building of special work, provision; for which are not made in the plans and proposal, in which case the provisions in these specifications for, extra work shall apply.

### 37. USE OF EXPLOSIVES

Use of explosives will be allowed only upon written approval of their use by the Engineer. Should the Contractor elect to use explosives in the prosecution of the work, the utmost care shall be exercised so as not to endanger life or property. The Owner shall not be held liable for damages done by the Contractor in the use of explosives. The Contractor shall notify the proper representatives of any public service corporation, any company, or any individual, not less than eight (8) hours in advance of the use of explosives which might endanger or damage their or his property, along or adjacent to the work. Whenever explosives are stored or kept, they shall be stored in a safe and secure manner and all storage places be plainly marked "DANGER EXPLOSIVES" and shall be under the care of a competent watchman at all



times.

#### 38. SUNDAYS, HOLIDAYS, AND OVERTIME

Any work necessary to be performed after regular working hours, on Sundays, or legal holidays, shall be performed without additional expense to the Owner. The Contractor shall notify the Engineer if any work is to be performed on Sundays or holidays.

#### 39. PAYMENTS NO EVIDENCE OF PERFORMANCE

No progress or final estimate certificate given or payment made under this contract shall be evidence of the performance of this contract or construed to be acceptance of defective work or improper materials, either wholly or in part.

#### 40. TEMPORARY SUSPENSION OF THE WORK

The Engineer shall have authority to suspend the work wholly or in part for such period or periods of time as he may deem necessary due to unsuitable weather or other conditions considered unfavorable for the suitable prosecution of the work; or for the failure of the Contractor to carry out instructions or to perform any provisions of the contract. During periods of suspension, the Contractor shall properly protect the work from possible injury.

#### 41. OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fails to perform any provision of this contract, the Owner, after seven (7) days written notice to the Contractor may, without prejudice to any other remedy the Owner may have, make good such deficiency and may deduct the cost thereof from the payment then or thereafter due the Contractor. Any money due the Owner after such deduction shall be paid by the Contractor or his sureties who hereby agree to these provisions.

#### 42. RIGHT OF OWNER TO TERMINATE CONTRACT

Should it appear at any time that the work is not being prosecuted with sufficient competence or rapidly to insure the proper completion of the work within the stipulated time, and if upon seven (7) days written notice to the Contractor, he fails to increase the quality or the quantity of his work, or both, the Owner reserves the right to annul and cancel this contract and relent the work or any part thereof, or at the Owner's option to complete it by day labor. The Contractor shall not be entitled to any claims for damages on account of such annulment, and he will be held liable for costs and expenses incurred in relenting or completing the work under this contract. All money due the Contractor will be retained until the work is completed and all expenses and costs have been deducted and any money due the Owner, after such deductions have been made, shall be paid by the Contractor or his Sureties who hereby agree to these provisions.

#### 43. TERMINOLOGY

Throughout these specifications, the word "shall" denotes mandatory. The word "may" implies only permission. All other "terms" or "word phrases" shall be interpreted as having the meaning customarily ascribed to them by the several building trades of the United States.

#### 44. CERTIFICATES AND GUARANTEES

Four (4) copies of any manufacturer's guaranty or certificate as may be required by the



Contract Documents shall be submitted to the Owner prior to the acceptance of the work by the Owner.

#### 45. STATE SALES TAX

This Contract is issued by an organization which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act. The Contractor performing this contract may purchase, rent or lease all materials, supplies, equipment used or consumed in the performance of this contract by issuing to his suppliers an exemption certificate.

#### 46. 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.

#### 47. DE-WATERING EXCAVATION

The prospective bidders shall make sufficient subsurface explorations to determine the location of groundwater which might be encountered. The Contractor shall, at his own expense, utilize a pumping system in order to place materials in dewatered excavations.

#### 48. 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 ordered to do so 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 of their property that may be made necessary by performance of this Contract.

Any time the Contractor intends to expose, cross, or otherwise work in the area of the existing petroleum pipelines, telephone lines, water lines, etc., the Contractor shall notify the owner(s) of the respective facilities forty-eight (48) hours in advance.

#### 49. PAY ITEMS

Pay items are listed in the Proposal. All other items necessary to complete the work as shown and specified shall be considered subsidiary obligations of the Contractor.

#### 50. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts or neglect on the part of the Contractor, any other Contractor or Subcontractor shall suffer loss or damage to his work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor asserts been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against such claims and for any costs in connection with such claims.

#### 51. PROTECTION OF PROPERTY

The Contractor shall at no additional expense to the Owner, protect by false work, braces, shoring or other property along his line of work or affected directly by his work, against damage and shall repair the damages or repay the injured Owners if such damage occurs.

The Contractor shall exercise care to protect from injury all water pipes, sanitary sewer pipes,



gas mains, telephone cables, electric cables, service pipes, and other utilities or fixtures which may be encountered during the progress of the work. All utilities and other service facilities or fixtures if damaged, shall be repaired by the Contractor without additional compensation.

The Contractor shall personally check and verify utility information on the plans. Where existing utilities or structures are shown on the plans or drawings, they are believed to be accurate but are not guaranteed to such or that these are the only utilities or structures in the construction area. Protection is Contractor's responsibility and he must satisfy himself as to the existence and location of all utilities and structures.

The Contractor shall give notice in writing at least forty-eight (48) hours before breaking ground, to all persons, superintendents, inspectors, or those otherwise in charge of property, streets, water pipes, gas pipes, sewer pipes, telephone cables, electric cables, railroads or otherwise, who may be affected by the Contractor's operation in order that they may remove any obstruction for which they are responsible and have a representative on the ground to see that their property is properly protected.

#### 52. EXTENSION OF CONTRACT PERIOD

The Contractor may be granted an extension of time due to Acts of God, Acts of War, Strikes, or non-delivery of materials provided he submits a request in writing to the Engineer not later than ten (10) days from the date of such occurrence. A separate request must be made for each occurrence.

#### 53. FAILURE TO COMPLETE WORK WITHIN CONTRACT PERIOD

If the Contractor fails to complete his work within the contract period, or any extension thereof, as provided in the "Extension of Contract Period" said contract shall upon written notice to the Contractor and Surety be in default.

The Owner may, at its (his) option, permit the Contractor or his surety to complete the work included in the contract, or may proceed to complete the work in accordance with "Completion of Contract in Default." In either event, the Contractor or his Surety shall be responsible for all costs incidental to the completion of the work and also for the liquidated damages stipulated in the proposal form. The Owner may waive such portion of the liquidated damages as may occur after the work is in condition for the safe and convenient use by the Owner.

#### 54. CONTRACTS IN DEFAULT

The Owner may declare a contract in default for any one or more of the following reasons:

- a) Failure to complete the work within the contract period or any extension thereof
- b) Failure or refusal to comply with an order of the Engineer or Architect within a reasonable time.
- c) Failure or refusal to remove rejected materials.
- d) Failure or refusal to perform anew any defective or unacceptable work.
- e) Bankruptcy or insolvency, or the making of an assignment for the benefit of creditors.
- f) Failure to provide a qualified superintendent, competent workmen or subcontractors to carry on the work in an acceptable manner or failure to prosecute the work



according to the agreed schedule of completion.

- g) Disregard or violation of any other important provisions of the Contract Documents as determined by the Engineer.

#### 55. COMPLETION OF CONTRACTS IN DEFAULT

If for any reason, a contract is declared in default, the Owner shall have the right, without process or action at law to take over all or any portion of the work and complete it at its (his) option, either by day labor or by relenting same. Written notice shall be given the Contractor by the Owner that his contract has been declared in default and upon receiving such notice, the Contractor shall peaceably relinquish possession of said work or the parts thereof specified in the notice.

The Owner may, at its (his) option and at a rental, which it considers reasonable, retain all materials, equipment, and tools on the work until the work is complete.

Neither the Owner nor the Owner's officers, agents, or employees shall be in any way liable or accountable to the Contractor or his Surety for the method by which the completion of the said work, or any portion thereof, may be accomplished, or for the price paid therefor. Should the cost of completing the work be in excess of the original contract price, the Contractor and his Surety shall be held responsible for such excess cost. Should the cost of such completion including all proper charges, be less than the original contract price, the amount so saved shall be paid to the Contractor. Neither by taking over the work nor by declaring the contract in default shall the Owner forfeit the right to recover damages from the Contractor or his Surety for failure to complete the entire contract. Maintenance of the work shall continue to be the Contractor's and Surety responsibilities as provided for in the Bond and Guaranty of the Contractor.

#### 56. EXCAVATION IN HIGHWAY RIGHTS-OF-WAY

No trench excavation within a highway right-of-way shall be carried closer than ten (10) feet of all pavement edges. No dirt from trench excavation shall be piled on roadway shoulders, slopes, ditches, and berms shall be restored to their original condition.

The Contractor shall notify the Department of Transportation of his construction schedule not less than five (5) days prior to commencing the work within the right-of-way. The Contractor shall conform to the requirements of the Texas Department of Transportation as to details of construction methods and time of construction.

#### 57. PROVISIONS FOR REROUTING AND DETOUR OF TRAFFIC

The Contractor will be required to furnish all barricades, lights, signs, and flagmen where it becomes necessary to reroute traffic during the time construction is in progress in the County streets or highways. The detour will be determined by the Engineer and approved by the Owner and the Texas Department of Transportation

#### 58. REMOVAL AND REPLACEMENT OF EXISTING PIPE CULVERTS

Existing pipe culverts in conflict with the proposed construction shall be unearthed carefully, disjointed, and stockpiled adjacent to the right-of-way. The pipe culverts shall be cleaned and replaced immediately after the sewer line construction is clear so as to cause no serious inconveniences to the property owners and to allow access to their property as quickly as possible. Pipe culverts shall be laid to grade on firm bedding and shall be back filled and



mechanically tamped to a density such that settlement will not occur. Where existing rubble or concrete headwalls are cut, damaged, or removed, they shall be replaced in an equal or better condition as determined by the Engineer.

Removal and replacement of existing pipe culverts will not be measured and paid for each. No separate payments will be made for removing and replacing headwalls on culverts and all costs in connection therewith shall be included in other items listed in the Proposal.

#### 59. SCHEDULE OF WORK SEQUENCE

Upon award and prior to any construction, it shall be the responsibility of the Contractor to present, to the Owner and Engineer for approval, a tentative schedule of the sequence in which the work will be performed. The schedule should include the following information:

- a) The sequence of work in which the construction will be done.
- b) The approximate period of time in constructing and testing of the facilities.
- c) Coordination of work using two (2) or more crews.
- d) Schedule of possible night work in making tie-ins and road crossings.

#### 60. COST BREAKDOWN

Immediately after being awarded a contract for the work, the Contractor shall furnish the Engineer with a cost breakdown of each lump sum bid. Such a breakdown shall be in sufficient detail to permit its use in the preparation of progress estimates by the Engineer. Progress payments for materials and equipment on hand shall be based on invoice prices and invoice copies must be presented to the Engineer.

#### 61. FINAL FIELD TESTS

Upon completion of the work and prior final payment, all equipment and appliances installed under this Contract shall be subjected to acceptance tests as specified or required to prove compliance with the Contract Documents.

The Contractor shall furnish labor, fuel, energy, water and all other material, equipment, and instrument necessary for all acceptance tests, at no additional cost to the Owner.

#### 62. WATER FOR CONSTRUCTION

Water used for testing and flushing of the pipeline or any other purpose incidental to this project will be furnished by the Contractor. The Contractor shall make the necessary arrangements for securing and/or transporting such water and shall take such water in a manner and at such times that will not produce a harmful drain on the source of water. The Contractor shall be fully responsible for the draining and disposal of all water used in flushing and testing.

#### 63. ELECTRICITY FOR CONSTRUCTION

Except as provided elsewhere in these specifications, the Contractor shall provide all electricity required.

#### 64. SPECIAL CONSTRUCTION REQUIREMENTS IN STATE HIGHWAY RIGHT-OF-WAY.

- a) All highway signs removed or disturbed shall be restored to original condition.



- b) All surplus material shall be removed from right-of-way and the excavation finished flush with surrounding natural ground.
- c) Operation along highways shall be performed in such a manner that all excavated materials be kept off the pavements at all times as well as all operating equipment.
- d) Barricades, warning signs and flagmen shall be provided by the Contractor.

#### 65. CONTRACT DOCUMENTS

The Contract Documents shall consist of all documents contained herein as stated in the Table of Contents including the Notice to Bidders (Advertisement), Special Conditions, Instructions to Bidders, Proposal, signed Agreement, Performance and Payment Bonds (when required), Special Bonds (when required), General Conditions of Agreement, Technical Specifications, Plans; and all modifications thereof incorporated in any of the documents before the execution of the Agreement.

#### 66. POLES, SIGNS, GUY WIRES, ETC

All utility poles, guy wires, private sign posts, signs, and similar private obstructions which interfere with the construction of this project will be removed and replaced by the Contractor at his own expense.

The removal and replacement of County Street signposts and signs are the responsibility of the Contractor. The Contractor shall be responsible for all damage to street signposts and signs within the limits of his operations that remain in place or are removed and replaced.

In event street sign posts and signs are injured or destroyed by the Contractor's operations, they shall be replaced by the Contractor. No separate compensation will be paid for this work, but the costs thereof shall be included in such contract pay items as are provided.

#### 67. PROTECTION OF TREES, PLANTS, AND SHRUBS

The Contractor shall make every effort to protect all trees, plants, and shrubs encountered during construction and shall notify property owners, as specified above, before removal of any such item. In all cases where questions arise, the Contractor shall request clarification from the Engineer.

#### 68. PROPERTY LINES AND MONUMENTS

The Contractor shall protect all property lines, monuments and stakes encountered in his work. All monuments, and stakes for later use, that are disturbed or destroyed by the Contractor shall be replaced at his expense.

#### 69. HORIZONTAL AND VERTICAL CONTROL POINTS

Location of the centerlines and grades will be determined and staked by the Contractor. The Contractor shall assume full responsibility for construction in accordance with the approved lines and grades.

#### 70. CONFINED SPACE ENTRY

The Contractor shall be responsible for compliance with any and all Federal and State confined space entry and permitting requirements.

#### 71. ALLOWANCE FOR MISCELLANEOUS EXTRA WORK



A discretionary allowance may have been established in the Bid Proposal for miscellaneous extra work which may arise during the construction phase of the project due to the discovery of unknown obstructions or other unexpected project conditions for which a method of payment, such as individual bid items, is not established. This allowance, if established in the Bid Proposal, is not intended to be used to procure payment for items specifically named as subsidiary to other bid items within the contract documents. Prior to initiating any item of extra work under this bid item, the Owner, Engineer, and Contractor will agree as to the scope of extra work to be performed and the amount of payment to be made for the particular item of extra work under consideration. A written field order for the extra work will be approved by all parties before commencing with extra work. Expenditure of the allowance funds is at the sole discretion of the Owner.

The allowance may be used in full or in as the Owner deems necessary. If no extra work is identified and approved by the Owner; the allowance funds will not be expended.

## 2026 SEAL COAT PROJECTS

<b>PCT. #1</b>	<b>Length</b>	<b>Average Width</b>	<b>Sq. Yards</b>
<b>1. 1205/Strickland Springs Rd</b>	3.940	26	<b>60,098</b>
Entire Road			
<b>2. 2730/Stateline Rd</b>	0.400	19	<b>4,459</b>
From Ellis Dr going north			
<b>3. 2710/Owen George Rd (Pct 1 &amp; 2)</b>	0.650	19	<b>7,245</b>
From Concord Rd, go 1.0 miles			
	<b>4.990</b>		<b>71,802</b>

<b>PCT. #2</b>	<b>Length</b>	<b>Average Width</b>	<b>Sq. Yards</b>
<b>1. 2213/Harkins Lane</b>	1.000	19	<b>11,147</b>
From Marshall Leigh Rd going south			
<b>2. 2710/Owen George Rd</b>	0.650	19	<b>7,245</b>
From Concord Rd, go 1.0 miles			
	<b>1.650</b>		<b>18,392</b>

<b>PCT. #3</b>	<b>Length</b>	<b>Average Width</b>	<b>Sq. Yards</b>
<b>1. 3417/Country Club Rd E</b>	1.100	24	<b>15,488</b>
From Loop 281 going west			
<b>2. 3705/Walkers Mill Rd</b>	1.000	24	<b>14,080</b>
Start 1 mile from Noonday Rd			
	<b>2.100</b>		<b>29,568</b>

<b>PCT. #4</b>	<b>Length</b>	<b>Average Width</b>	<b>Sq. Yards</b>
<b>1. 4704/Anderson Rd</b>	0.800	20	<b>9,387</b>
Entire road			
<b>2. 4109/James Marshall Rd</b>	1.265	23	<b>17,069</b>
From 154 go N for 2 miles to beginning of work area			
<b>3. 4305/Everitt Rd</b>	0.941	19	<b>10,489</b>
Entire road			
<b>4. 4008/Lee Island Rd</b>	1.77	21	<b>21,806</b>
Entire road			
<b>5. 3628/Keasler Rd</b>	2.000	22	<b>25,813</b>
Begin at 2208			
<b>6. 4310/Franklin Rd</b>	2.762	19	<b>30,787</b>
Entire road			
<b>7. 4106/Driskell Bridge Rd</b>	2.793	22	<b>36,048</b>
Begin 2.72 miles from McPhail Rd			
	<b>12.331</b>		<b>151,400</b>

**TOTAL PROJECT MILEAGE                    21.071**

**TOTAL SQUARE YARDS                    271,162**