

**SPECIFICATIONS AND
CONTRACT DOCUMENTS FOR**

Bid Title: Remote Parking Lot Project
Bid Number: FY23-001

For:



COOKE COUNTY
101 South Dixon, SUITE 117A
Gainesville, Texas 76240
(940) 668-5430
(940) 668-5442

Date: September 22, 2022

Prepared By:



Teague Nall and Perkins, Inc.
3200 S. Interstate 35E, Suite 1129
Denton, Texas 76210
TBPE Registration No. F-230

**COOKE COUNTY
REMOTE PARKING LOT PROJECT
BID NUMBER FY23-001**

TABLE OF CONTENTS

<u>PART I</u>	<u>CONTRACT DOCUMENTS</u>	<u>PAGES</u>
	Notice to Bidders	1
	Cooke County, Texas Terms and Conditions	2
	Special Instructions to Bidder	8
	Bid and Unit Price Bid Form	9
	Contract Agreement	12
	Performance Bond	15
	Payment Bond	17
	Maintenance Bond	19
	House Bill 89 Verification	23
	Cooke County Purchasing Department Chapter 2252 Certification	24
	Conflict of Interest Questionnaire	25
	General Conditions	27
	Prevailing Wage Rates	56
	Contingency Allowance	63
<u>PART II</u>	<u>STANDARD SPECIFICATIONS</u>	
<u>PART III</u>	<u>TECHNICAL SPECIFICATIONS/LINE ITEM DESCRIPTIONS</u>	
<u>PART IV</u>	<u>SPECIAL CONDITIONS</u>	
<u>PART V</u>	<u>CONSTRUCTION PLANS</u>	
<u>PART VI</u>	<u>FORMS</u>	

PART I

CONTRACT DOCUMENTS

NOTICE TO BIDDERS

By order of the Commissioners' Court of Cooke County, Texas, the County Auditor will receive sealed bids until **2:00 P.M., Friday, December 30, 2022**, for competitive bids the furnishing of all plans, labor, materials and equipment and all the performing of all work required in the construction of a remote parking lot project. Funds for payment have been provided through the Cooke County budget approved by the Commissioners' Court for the fiscal year. Complete bid specifications are available at the Cooke County Auditor's Office or on Cooke County's website: www.co.cooke.tx.us. Sealed bids must be addressed to Cooke County Auditor's Office, 101 South Dixon, Gainesville, Texas 76240. No electronic bids will be accepted. Sealed bids must be in the office of the County Auditor on or before 2:00 p.m. on Friday, December 30, 2022, in an envelope plainly marked "Bid No. FY23-001 – Remote Parking Lot Project". Bids will be opened in the Cooke County Commissioners Courtroom located at 101 South Dixon St., Gainesville, Texas, 76240, on Friday, December 30, 2022, at 2:00 p.m. Cooke County reserves the right to reject any and all bids.

**COOKE COUNTY, TEXAS
TERMS AND CONDITIONS**

1. Bids must give full company name and address of the bidder. Failure to manually sign bid will disqualify bid.
2. All bidders must complete the "Conflict of Interest Questionnaire". Chapter 176 of the Texas Local Government code requires that any vendor or person conducting business or wishing to conduct business with a county complete the questionnaire. It must be filed with the Cooke County Clerk. It is a Class C misdemeanor offense if a person violates Section 176.006, Local Government Code. Any questions can be directed to the Texas Ethics Commission in Austin.
3. It is understood that Cooke County, Texas reserves the right to accept or reject any and/or all Bids for any or all products and/or services covered in an Invitation for Bid and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Cooke County.
4. All Invitation for Bids shall be submitted in hard copy paper form and shall be submitted in a sealed envelope, plainly marked on the outside with the bid and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed, or hand delivered to the Cooke County Auditor's Office.
5. Sealed bids will be opened on the date set forth in the Notice to Bidder and/or the Legal Notice.
6. Any explanation, clarification, or interpretation desired by a bidder regarding any part of the bid must be requested in writing from the Auditor's Office not less than five (5) business days before bid closing. Interpretations, corrections, or changes to the bid made in any other manner are not binding upon the County, and bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding. Request for explanations or clarifications may be e-mailed to purchasing@co.cooke.tx.us or faxed to Cooke County at 940- 68-5442. The fax must clearly identify the bidder's company name, point of contact and bid number. Any written information given to one bidder concerning a bid will be furnished as an addendum to all bidders who have been issued a bid.
7. The requirement to furnish a Bid Security Bond and/or Performance Bond, when necessary, will be stated elsewhere in the Bid Specifications.
8. If ownership of your firm should change during the term of this contract, Cooke County must be notified (Novation) in writing within ten (10) days and a new declaration of

relationships submitted immediately to the Cooke County Auditor's Office. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.

9. Cooke County is exempt from State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.
10. All delivery and freight charges, please include quotes with F.O.B., are to be included as part of the bid price. All components required to render the item complete, installed, and operational shall be included in the total bid price. Cooke County will pay no additional freight/delivery/installation/set up fees.
11. The title and risk of loss of the goods shall not pass to buyer until buyer takes possession of the goods at the point(s) of delivery.
12. Escalation and De-escalation: It is agreed the unit price bid is based, in part, on prices charged or quoted at the time of this bid by a product supplier to the vendor. The unit price bid may be increased or decreased when a product supplier increases or decreases their price to the vendor; however, the increase or decrease in the unit price shall be limited to the amount of the increase or decrease in price a product supplier charges the vendor. Any change in the unit price bid shall be accompanied by supporting documents from the vendor's product supplier. The vendor shall provide notice to the county auditor for placement on Commissioner's Court for approval of any increase in the unit price bid. The price increase shall begin upon approval of Commissioner's Court. Cooke County reserves the rights to cease purchase of the product, purchase from the secondary bidder, re-bid or continue purchasing from the primary vendor if the unit price bid increases.
13. If delay is foreseen, contractor shall give written notice to the county auditor. Cooke County has the right to extend delivery date if reasons appear valid. Contractor must keep the county advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the county to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.
14. All items proposed shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in bid. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.
15. Specifications may reference name brands, make, and/or model numbers. Any reference made to model/make and /or manufacturer used in specifications is for descriptive purposes only. Products/ materials of like quality will be considered. Cooke County shall act as sole judge in determining equality and acceptability of products offered.

16. The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
17. Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Bid.
18. The bid will be awarded to the lowest and best bid and in the best interest of Cooke County. Contracts may be awarded to more than one bidder if it is in the best interest of Cooke County.
19. All bidders will comply with all Federal, State, and local laws relative to conducting business in Cooke County including, but not limited to licensing, labor and health laws. The laws of the State of Texas will govern as to the interpretation, validity and effect of this bid, its award, and any contract entered into.
20. The successful bidder agrees, by entering into this contract, to defend, indemnify and hold Cooke County harmless from any and all courses of action of claims of damages arising out of or related to bidder's performance under this contract.
21. Upon signing this bid document, an bidder offering to sell supplies, materials, services, or equipment to Cooke County certifies that the bidder has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
22. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Cooke County.

23. Successful Bidder shall submit separate invoices, in duplicate, on each purchase order. Invoices shall be itemized and transportation charges, if any, shall be listed separately. Mail to Cooke County, Accounts Payable, 101 S. Dixon, Gainesville, Texas 76240. Payments shall not be due until the above instruments are submitted after delivery.
24. It is expressly understood and agreed that in case Cooke County should need any item(s) not available within the time frame requested from the successful vendor during the term of this contract, Cooke County reserves the right to purchase these items from other than the successful vendor. This shall not be in violation of any terms or conditions of said contract. Further, Cooke County reserves the right to seek another vendor if, any time, vendor's prices do not conform to public pricing.
25. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than the Seller's current prices on orders by others for products of the same 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 order by others, or the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.
26. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
27. Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, buyer may return the product for correction or replacement at the Sellers expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.
28. Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Cooke County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
29. No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge, expressively implied, of the

person or corporation contracting with the County shall render the contract voidable by the Commissioners' Court.

30. Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Cooke County Auditor, authorized to do so by the Commissioners Court. Addenda will be mailed to all who are known to have received a copy of the specifications. Bidders shall acknowledge receipt of all addenda.

SIGNATURE PAGE

I hereby certify that the items offered meet all of the requirements of the bid conditions and specifications and I hereby accept the provisions of the terms and conditions included in the bid specifications.

Respectfully submitted:

Legal Name of Bidder

Authorized Representative Signature

Print or Type Authorized Representative's Name and Title

Complete Mailing Address (for Correspondence)	City	State	Zip Code
---	------	-------	----------

Complete Remittance Address (if different from above)	City	State	Zip Code
---	------	-------	----------

Telephone Number	Fax Number
------------------	------------

Authorized Representative's Email Address

Federal ID Number (Bidder or Corporation) or Social Security Number (Individual)

Cooke County does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

SPECIAL INSTRUCTIONS TO BIDDERS

Remote Parking Lot Project

Qualifications of Bidders

In order to be considered for award of this bid, bidders must be able to demonstrate that they are qualified by experience and capability to successfully construct the project within the Contract Time and for the Contract Amount. Apparent low bidder will be required to complete Part V forms for verification of responsibility. At a minimum, each bidder must demonstrate the following:

1. Firm experience in the construction of at least 3 separate projects involving concrete parking lots.
2. If any of the above construction is to be completed by a subcontractor, the subcontractor must meet the above requirements for the specific item.
3. The Prime Contractor for the project must be responsible for at least 50% of the work for this project, and all of the work completed by subcontractors must be equal to or less than 50% of the project.

Bidders who cannot meet the above minimum qualifications will not be considered for award. Documents necessary to show compliance with the above requirements must be provided by the apparent low bidder before a Recommendation of Award is presented to Cooke County.

**BID AND UNIT PRICE BID FORM
 REMOTE PARKING LOT PROJECT
 BID NUMBER FY23-001**

COOKE COUNTY, TEXAS

Date _____

TO: COOKE COUNTY
 Purchasing Department
 101 South Dixon, Suite 117A
 Gainesville, Texas 76240

FOR: REMOTE PARKING LOT PROJECT
 BID #FY23-001

Pursuant to the foregoing "Notice to Bidders" the undersigned bidder, having thoroughly examined the Contract Documents, the site(s) of the project and understanding the amount of work to be done and the prevailing conditions, hereby proposes to fully complete all of, the work and requirements (including furnishing all necessary superintendence, labor, machinery, equipment, tools and materials), as provided in the Plans, Specifications and Contract Documents and binds himself, upon acceptance of this bid, to execute a contract and bonds, and to furnish all required guarantees (according to the accompanying forms) and to complete the work within the required time and for the following prices to-wit:

Item No.	Est. Quantity	Unit	Name of Pay Item	Unit Bid Price	Amount Bid
1	1	LS	Mobilization	\$	\$
2	1	LS	Demolition	\$	\$
3	1	LS	Unclassified Excavation	\$	\$
4	1	LS	Concrete pavement, sidewalk, & flume	\$	\$
5	1	LS	Pavement markings	\$	\$
6	1	LS	Temporary Erosion, Sedimentation, and Environmental Controls	\$	\$
7	1	LS	Landscape	\$	\$
8	1	LS	Irrigation	\$	\$
9			Contingency Allowance	\$ 10,000.00	\$ 10,000.00
TOTAL			\$		
Calendar Days Bid			Calendar Days		

Total Base Bid includes **Contingency Allowance in the sum of Ten Thousand and no/100 Dollars (\$10,000.00)** as required and outlined in Contingency Allowance section of Contract Documents.

The Department will sum the products of the quantities and the unit prices bid for the regular items in the proposal form to determine the total bid amount for the base bid. The official total bid amount will be determined by the summation of the base bid plus a pre-determined order of additive alternate items, not to exceed the Department's budgeted amount for the Contract. An estimate of the budgeted amount may be shown on the plans. The Contract will identify the base bid work and additive alternate work to be performed. The Department makes no guarantee that the additive alternate work will be required.

Award will be made to Total Low Bid to be awarded based on available funding and as determined to be in the best interest of the County.

The undersigned Bidder hereby declares that he has visited the site(s) of work and has carefully examined the Contract Documents pertaining to the work covered by this bid. The Bidder further agrees to execute and file with the County a contract and bonds on the forms provided within ten (10) days after receipt of written notification of award of the contract and to begin the work to be performed under the contract within ten (10) days after receipt of written authorization to begin the work (Work Order), and to complete one hundred percent (100%) of the work within **the number of Bid Calendar Days** after the effective starting date for the Project as specified in the "Work Order".

Enclosed with this bid is a Bid Bond in the amount of five (5%) percent of the total bid, which it is agreed shall be collected and retained by the County as liquidated damages (for delay and additional work caused thereby) in the event that this Bid is accepted by the County within ninety (90) days after the bids are received and the undersigned fails to execute the contract and required bonds for the County within ten (10) days after the Bid is accepted and the Contract awarded by the County. Otherwise, said bond shall be returned to the undersigned upon request.

Signed: _____

Name: _____
(Please type or print)

Company: _____

Address: _____

SEAL
(If Corporation)

Telephone: _____

Fax: _____

E-mail Address: _____

Federal ID Number _____

The undersigned bidder acknowledges receipt of the following Addenda: (If none is received, then write NONE across the blanks.)

Addendum No.1 Date Received: _____ By: _____

Addendum No.2 Date Received: _____ By: _____

Addendum No.3 Date Received: _____ By: _____

COOKE COUNTY

CONTRACT AGREEMENT

STATE OF TEXAS §
 § KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF COOKE §

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, by and between COOKE COUNTY, (hereinafter referred to as "COUNTY" and _____ (hereinafter referred to as "CONTRACTOR"). In consideration of the mutual covenants hereinafter set forth, the County and Contractor agree as follows:

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the COUNTY, and under the conditions expressed in the bond bearing even date herewith, the said CONTRACTOR, hereby agrees with the COUNTY to commence and complete the construction of certain improvements described as follows:

**REMOTE PARKING LOT PROJECT, BID #FY23-001
IN COOKE COUNTY, TEXAS**

The project consists of constructing a concrete parking lot, ADA sidewalk routes, drainage flume with steel cover and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated the Proposal attached hereto, and in accordance with the Notice to Bidders and General Special Conditions of Agreement, Plans and other drawings (including or written explanatory matter thereof), and the Specifications and addenda thereof, as prepared by Cooke County, herein entitled the ENGINEER, together with the CONTRACTOR'S written proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The Contractor hereby represents and covenants that neither it nor any of its employees or representatives, has or shall have, directly or indirectly, any agreement or arrangement with any party that would constitute a conflict of interest in regard to the work being performed by the County during the terms of this agreement. Contractor will inform the County of other assignments undertaken on behalf of neighboring communities or governmental agencies that may constitute a conflict of interest.

The Contractor agrees Cooke County will not be held liable for any personal or real property damages occurring from acts of agents during the tenure of said agreement.

The County agrees, to the extent provided by the laws and constitution of the State of Texas without establishment of a sinking fund, to indemnify and save Contractor harmless from any and against all losses, claims, demands, damages, and causes of action directly resulting from the negligent acts or omissions of the County, its officers, agents employees, or subcontractors.

Contractor agrees to indemnify and save County harmless from and against all losses, claims, demands, damages, and causes of action resulting from the negligent acts or omissions of the obligee, or otherwise reduce any other rights or obligations of indemnity which would otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any part or persons described in this paragraph.

Notwithstanding any of the above, the County shall not be liable for any indirect, remote, or consequential damages.

Cooke County may terminate this contract at any time by giving written notice to the other of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. In that event, all finished or unfinished documents, and other materials, should be at the option of the County to become its property. If the contract is terminated as provided herein, the Contractor fee would be paid in an amount which bears the same ratio to the total compensation as the services actually performed bears to the total services of the Contractor covered by this contract.

The Contractor represents that it has or will secure at its own expense all personnel required to perform the services covered by this contract.

It is agreed that Cooke County will provide all necessary project information, to include Standard Construction Details.

All materials prepared by the Contractor shall become the property of the County. The County shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract.

The CONTRACTOR hereby agrees to commence within ten (10) days after receipt of written authorization to begin the work (Work Order), and to complete one hundred percent (100%) of the work **within _____ Consecutive Calendar Days** after the effective starting date for the Project as specified in the "Work Order", subject to such extensions of time as are provided by the General and Special Conditions.

Contractor certifies that the firm is an independent contractor, and none of its contractors, employees, agents, or independent workmen shall be deemed an employee of Cooke County for any purpose whatsoever.

The COUNTY agrees to pay the CONTRACTOR in current funds the sum of \$ _____, as shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the Contract.

This agreement consists of this document, upon which the parties have affixed their signatures, and those documents specifically incorporated herein by reference. This agreement as so constituted is the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other previous statement, communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and date above written.

COOKE COUNTY
Party of the First Part
(County)

Party of the Second Part
(Contractor)

By: _____

By: _____
Print or Type Name

Title: _____
(President/Vice President)

ATTEST:

ATTEST:

By Authority of Commissioner's Court

Corporation Secretary

Print or Type Name

Print or Type Name

PERFORMANCE BOND

STATE OF TEXAS §

§

COUNTY OF COOKE §

KNOW ALL PERSONS BY THESE PRESENTS: That _____ of the City of _____, County of _____, and State of Texas 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 Cooke County, (County), 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 County, dated the _____ day of _____, 2022 to construct:

**REMOTE PARKING LOT PROJECT, BID #FY23-001
IN COOKE COUNTY, TEXAS**

The project consists of a concrete parking lot, ADA sidewalk routes, drainage flume with steel cover, and all extra work 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 the said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications 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 (Article 5160 for Public Work) (Article 5472d for Private Work)* of the Revised Civil Statutes of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter or Article 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 of the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this 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.

*Not applicable for federal work. See "The Miller Act," 40 U.S.C. S270.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2022.

Principal

Surety

By _____

By _____

Title _____

Title _____

Address _____

Address _____

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

PAYMENT BOND

STATE OF TEXAS §
 §

COUNTY OF COOKE §

KNOW ALL PERSONS BY THESE PRESENTS: That _____ of the City of _____, County of _____, and State of Texas 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 COOKE COUNTY (County), 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 County, dated the _____ day of _____, 2022 to construct:

**REMOTE PARKING LOT PROJECT, BID #FY23-001
IN COOKE COUNTY, TEXAS**

The project consists of a concrete parking lot, ADA sidewalk routes, drainage flume with steel cover, and all extra work 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 CONDITIONS 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 voided; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Article 5160 of the Revised Civil Statues of Texas as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Article 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 this 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 _____, 2022.

Principal

Surety

By _____

By _____

Title _____

Title _____

Address _____

Address _____

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

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, whose address is _____
_____, as PRINCIPAL, and _____ whose
address is _____ a CORPORATION
organized and existing under the laws of the State of Texas, and fully authorized to transact
business in the State of Texas, as Sureties, do hereby expressly acknowledge ourselves to be
held and bound to pay unto Cooke County, hereinafter called COUNTY, the sum of
_____ (\$_____) which is one hundred
per cent (100%) of said contract amount in lawful money of the United States, for the payment
of which sum will and truly to be made unto said Cooke County, and its successors, said
PRINCIPAL AND SURETIES do hereby bind ourselves, our heirs, executors, administrators, their
assigns and successors, jointly and severally, firmly by these presents. This bond shall
automatically be increased by the amount of any Change Order or Supplemental Agreement
which increases the Contract price, but in no event shall a Change Order or Supplemental
Agreement which reduces the Contract price decreases the sum of this Bond.

THIS obligation is conditioned, however, that whereas said _____ has
this _____ day of _____, 2022, entered into a written Contract with the
said COUNTY for Remote Parking Lot Project in Cooke County, which Contract and the Plans and
Specifications therein mentioned adopted by the COUNTY, are hereby expressly made a part
thereof as though the same were written and embodied herein.

WHEREAS, said Contract was entered into pursuant to the requirements of the COUNTY, and
WHEREAS, in said Contract, CONTRACTOR binds itself to use of materials and methods of
construction such that all improvements including but not limited to the construction of
Remote Parking Lot Project will be initially completed free of perceptible defects and will
remain in good repair and condition and free of perceptible defects for and during the period of
two (2) years after the date of acceptance of the completed improvements by the COUNTY, and

WHEREAS, said CONTRACTOR binds itself to construct said improvements in such a manner and
obtain inspection approvals in proper sequence as are required to obtain acceptance by the
COUNTY and to repair or reconstruct the said improvements in whole or in part at any time
within said two (2) years period to such an extent as the COUNTY deems necessary to properly
correct all defects except those which have been caused by circumstances and conditions
occurring after the time of construction over which the CONTRACTOR had no control and which
are other than those arising from defect of construction by the CONTRACTOR; and,

WHEREAS, after the acceptance of the improvements by the COUNTY, said CONTRACTOR binds itself, upon receiving notice from the COUNTY of the need thereof to repair or reconstruct said improvements and if the CONTRACTOR fails to make the necessary corrections, within ten (10) days after being notified, the COUNTY may do or have done all said corrective work and shall have recovery hereon for all expenses thereby incurred.

WHEREAS, under the Plans and 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 two (2) years from the date of acceptance; it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material, work, or labor performed by said CONTRACTOR; and in case the said CONTRACTOR shall fail to do so, within ten (10) days after being notified, it is agreed that the COUNTY may do said work and supply such materials, and charge to same against the said CONTRACTOR, AND SURETIES, on this obligation, and said CONTRACTOR AND SURETIES hereon shall be subject to the liquidated damages mentioned in 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 two (2) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by the said CONTRACTOR in the performance of his contract to so maintain and repair said work, then these presents shall have full force and effect, and said COUNTY shall have and recover from said CONTRACTOR and SURETIES damages in the premises, as provided, and it is further agreed that this obligation shall be a continuing one against the PRINCIPAL and SURETIES hereon, and that successive recoveries may be had thereon for successive breaches 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.

PROVIDED FURTHER, that if any legal action be filed upon this Bond, exclusive venue shall lie in Cooke County, State of Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the term of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligation on this 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 or to the Specifications.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident agent in Cooke County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Texas Insurance Code

IN WITNESS WHEREOF, the said _____ has caused these presents to be executed by them; and the said _____ has caused these presents to be executed by its ATTORNEY-IN-FACT _____ and the said ATTORNEY-IN- FACT _____ has hereunto set his hand this the _____ day of _____, 2022.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 2022.

Principal

Surety

By _____

By _____

Title _____

Title _____

Address _____

Address _____

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

The Texas Legislature passed House Bill 1295 that went into effect January 1, 2016. It requires contracts that are approved by Commissioner's Court to have a notarized ethics statement submitted to the County. Here is the link to the website with the video explaining how to do this.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Please submit your completed and notarized form with your bid packet.

House Bill 89 VERIFICATION

I, _____ (Person name), the undersigned
representative of _____ (Company or Business name)

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

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with Cooke County, Texas.**

Pursuant to Section 2270.001, Texas Government Code:

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

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

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

NOTARY SEAL

NOTARY SIGNATURE

COOKE COUNTY PURCHASING DEPARTMENT

CHAPTER 2252 CERTIFICATION

On this day, I _____, the Purchasing Agent for Cooke County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the below-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

RFP or PO number

CERTIFICATION CHECK PERFORMED BY:

PURCHASING AGENT

DATE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1. Name of person doing business with local governmental entity.

2.

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

FOR VENDOR OR OTHER PERSON DOING BUSINESS WITH LOCAL GOVERNMENTAL ENTITY

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

**GENERAL CONDITIONS FOR
CONSTRUCTION CONTRACT
COOKE COUNTY**

**GENERAL CONDITIONS
INDEX**

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1	Contract Documents	30
2	Definitions	31
3	Contractor's Preliminary Obligation	32
4	Legal Addresses	33
5	Scope and Intent of Contract Document	33
6	Independent Contractor	33
7	Assignment and Subcontracting	34
8	Delinquent Property Tax	34
9	Oral Statements	34
10	Reference Standards and Laws and Regulations	34
11	Contractor to Check Drawings and Schedules	35
12	Figured Dimensions to Govern	35
13	No Waiver of Rights	36
14	Contractor's Superintendent and Employees	36
15	Project Inspection	37
16	Right of County to Terminate Contract	37
17	Equal Opportunity	38
18	Beginning, Progress, and Completion of the Work; Liquidated Damages	39
19	Hindrances and Delays	40
20	Suspensions of Work	40
21	Extensions of Time	40

SECTION	DESCRIPTION	PAGE
22	Extra or Change Order Work	41
23	Decreased Work	42
24	Protection of Work and Property	42
25	Safety	44
26	Taxes, Permits and Licenses	46
27	Patents	46
28	Materials and Equipment	46
29	Guarantee	47
30	Insurance	47
30.1	Workmen's Compensation Insurance Coverage	47
30.2	Contractor's Liability Insurance	50
30.3	County's and Contractor's Protective Liability (OCP) Insurance	51
30.4	Policy Endorsements and Special Conditions	51
31	Defense of Suits	53
32	Patent Indemnity	53
33	Indemnity and Release	53
34	Final Payment and Release	54
35	Inspection	54
36	Final Inspection	54
37	Claims for Labor and Materials	54
38	Estimates and Payments	55
39	Liens	55
40	State Law	55
41	Compliance Requirement	56

GENERAL CONDITIONS

1. CONTRACT DOCUMENTS:

It is understood and agreed that the Notice to Bidders, Instructions to Bidders, Bid and Unit Price Bid Form, Contract Agreement, County's Purchase Order, County's Commissioner's Court Resolution, Performance Bond, Payment Bond, General Conditions, Special Conditions, Project Specifications, North Central Texas Council of Government's Standard Specifications for Public Works, 2017 Edition, Texas Department of Transportation, 2014 Standard Specifications for Construction of Highways, Streets & Bridges, Plans, Addenda, Change Orders, and/or engineering data furnished by the Contractor and accepted by the County, are contract documents. Additionally, any other written instruments, correspondence, etc., bound in the volume of the contract documents or included by reference at the time of execution by the County and Contractor shall be "Contract Documents" whether specifically designated as such or otherwise.

It is the intent of the contract documents that they be read as a whole and that all portions of the contract be interpreted so as to give meaning to their terms. In the event of any conflict in the contract documents, handwritten provisions shall prevail over typewritten and typewritten provisions shall prevail over preprinted matter. Additionally, the following order of precedence shall govern among the various contract documents, with the first listed having precedence over any documents listed thereafter.

Scope of Work
Contract Agreement
County Commissioner's Court Resolution
Addenda to Contract Conditions, Specifications and/Plans
Special Conditions
General Conditions
Technical Specifications
Contract Conditions
Construction Plans
All other Contract Documents
General Design Standards
North Central Texas Council of Governments Public Works Construction Standards North Central Texas Fifth Edition November 2017 (NCTCOG Specifications 2017)
Special Provisions to Standard Specifications for Public Works Construction
Texas Department of Transportation, 2014 Standard Specifications for Construction of Highways, Streets and Bridges.

The County reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their work, and where required, shall properly connect and coordinate his work with theirs.

2. DEFINITIONS:

Words, phrases, or other expressions used in these contract documents shall have meanings as follows:

- (A) "Contract", or "contract documents" shall include the items enumerated above under CONTRACT DOCUMENTS.
- (B) "County", "Agency", or "Inspector" shall mean Cooke County, named and designated in the Contract Agreement as "Party of the First Part". All notices, letters, and other communication directed to the County shall be addressed and delivered to:

Cooke County
Attn: Debbie Bryant
101 S Dixon St
Gainesville, Texas 76240

- (C) "Contractor" shall mean the corporation, company, partnership, firm, or individual named and designated in the Contract Agreement as the "Party of the Second Part", who has entered into this contract for the performance of the work covered thereby, and its, his, or their duly authorized representatives or its successors to the contract.
- (D) "Subcontractor" shall mean and refer only to a corporation, partnership, or individual having a direct contract with the Contractor for performing work covered by these contract documents, or its successors to the contract.
- (E) "Engineer" shall be understood as referring to, the Engineer of the County, or Such other Engineer Supervisor or Project Manager as may be authorized by the County to represent the County during the contractor's construction of this work.
- (F) "Date of contract", or equivalent words, shall mean the date written on the County's Commissioner's Court Resolution, or the County's Purchase Order if a Commissioner's Court Resolution is not required, which shall also be the date written in the first paragraph of the Contract Agreement.
- (G) "Day" or "days", unless herein otherwise expressly DEFINE shall mean a calendar day or days of 24 hours each. "Working Day" or "Work day" is defined as Monday through Friday 7 am to 7 pm or Saturday 8 am to 6 pm, unless otherwise informed in writing by the engineer.
- (H) "The work" shall mean the equipment, supplies, materials, labor, and services to be furnished under the contract and the carrying out of all obligations imposed by the contract documents.

- (I) "Drawings" or "plans" shall mean all (a) drawings furnished by the County or Engineer as a basis for bids, (b) supplementary drawings furnished by the drawings and specifications, (c) drawings submitted by the successful bidder with his bid, provided such drawings are acceptable to the County, (d) drawings furnished by the County to the Contractor during the progress of the work, and (e) engineering data and drawings submitted by the Contractor during the progress of work.
- (J) Whenever in these contract documents the words "as ordered", "as directed", "as required", "as permitted", "as allowed", or words or phrases of like import are used, it shall be understood that the order, direction, requirements, permission, or allowance of the County is intended only to the extent of judging compliance with the terms of the contract; none of these terms shall imply that the County has any authority or responsibility for supervision of the Contractor's forces or construction operations, such supervision and the sole responsibility therefore being strictly reserved for the Contractor.
- (K) Similarly the words "approved", "reasonable", "suitable", "acceptable", "proper", "satisfactory", or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the County, to the extent provided in "J" above.
- (L) Whenever in these contract documents the expression "it is understood and agreed" or an expression of like import is used, such expression shall mean the mutual understanding and agreement of the parties executing the Contract Agreement.
- (M) "Official Acceptance" shall mean the County's written acceptance of all work performed under this Contract.

3. CONTRACTOR'S PRELIMINARY OBLIGATION:

It is the responsibility of the bidder to deliver his bid at the proper time and to the proper place. The bid shall be delivered in a manila envelope with the appropriate job name on the outside. The mere fact that a bid was dispatched by mail, express, or otherwise, will not be considered. The bidder must have his bid in the hands of the proper official before closing time. Bids received after the advertised closing time will not be considered and will be returned unopened.

The Contractor, as successful bidder, shall furnish the required payment and performance bond each in the amount of 100% of the contract price, a maintenance bond in the amount of 100% of the contract price, a valid power of-attorney proving the agent has the authority to execute the bonds for the surety, and certificates of insurance and an executed contract, within (10) days of notice of award. A certified copy

of the Corporate or Board Resolution authorizing said persons to sign and bind the firm must be included with each copy of the Contract. If such Contractor fails to enter into a contract or execute bonds as herein provided, the County may annul the award and award the contract to the bidder whose bid was next most acceptable and the Contractor shall execute contract and bond as herein provided. The bidder to whom the first award was made shall then forfeit the bid security submitted with his bid.

The official form of contract will be executed in seven copies. Two executed copies of the contract will be returned to the Contractor after the contracts and bonds have been approved and executed by the County. In addition to the two executed copies of the official contract, the Contractor will be furnished without charge five "field copies" of the plans and specifications and contract documents.

Additional sets may be obtained from the engineer at the cost of reproduction. These additional plans are to be stamped approved by the County before they can be used on the project.

4. LEGAL ADDRESSES:

All notices, letters, and other communications to the Contractor will be mailed or delivered to either the contractor's business address listed in the Bid or the contractor's office in the vicinity of the work, with delivery to either of these addresses being deemed as delivery to the Contractor. The addresses of the County appearing on page 26 are hereby designated as the place to which all notices, letters, and other communication to the County shall be mailed or delivered. Either party may change his address at any time by an instrument in writing delivered to the County and to the other party.

5. SCOPE AND INTENT OF CONTRACT DOCUMENTS:

The specifications and drawings are intended to supplement but not necessarily duplicate each other. Any work exhibited in the one and not the other shall be executed as if it had been set forth in both, so that the work will be constructed according to the complete design as determined by the County.

Should anything necessary for a clear understanding of the work be omitted from the specifications and drawings, or should the requirements appear to be in conflict, the Contractor shall secure written instructions from the County before proceeding with the work affected thereby. It is understood and agreed that the work shall be performed accordingly to the true intent of the contract documents.

6. INDEPENDENT CONTRACTOR:

The relationship of the Contractor to the County shall be that of an independent Contractor. The County shall not have the right to control the day to day activities of how the Contractor performs the work, being interested only in the results to be achieved.

7. ASSIGNMENT AND SUBCONTRACTING:

The Contractor shall not assign or subcontract the work, or any part thereof, without the previous written consent of the County, nor shall he assign by power of attorney or otherwise, any of the money payable under this contract unless written consent of the County has been obtained. No right under this contract, nor claim for any money due or to become due hereunder shall be asserted against the County, or person acting for the County, by reason of any so called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the County. In case the Contractor is permitted to assign money due or to become due under this contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of the work.

Should any subcontractor fail to perform in a satisfactory manner the work undertaken by him, his subcontract shall be immediately terminated by the Contractor upon notice from the County. The Contractor shall be as of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the County.

It is the intent of these specifications that the Contractor shall perform the majority of the work with his own forces and under the management of his own organization. Specific portions of the work may be subcontracted only by subcontractors who have been listed in the bid and who are accepted by the County as provided in the General Conditions. All subcontractors shall be directly responsible to the Contractor and shall be under his general supervision. All work performed under subcontracts shall be subject to the same contract provisions as the work performed by the contractor's own forces.

8. DELINQUENT PROPERTY TAXES:

Cooke County reserves the right to reject any bid submitted by a Vendor owing delinquent property taxes to Cooke County.

9. ORAL STATEMENTS:

It is understood and agreed that the written terms and provisions of this agreement shall supersede all oral statements of representatives of the County, and oral statements shall not be effective or be construed as being apart of the contract.

10. REFERENCE STANDARDS AND LAWS AND REGULATIONS:

Reference to the standards of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard, code, specification, or tentative standard adopted and published at the date of taking bids, unless specifically stated otherwise.

The Contractor shall keep itself fully informed of, and shall observe and comply with, all laws, ordinances, and regulations which, in any manner, affect those engaged or employed on any work, or the materials and equipment used in any work or in any way affect the performance of any work, and of all orders and decrees of bodies or tribunals having jurisdiction or authority over work performed under the contract. If a discrepancy or inconsistency should be discovered between the contract and any such law, ordinance, regulation, order or decree, the Contractor shall immediately report the same in writing to the County. The Contractor shall be responsible for the compliance with the above provisions by subcontractors of all tiers.

Except as otherwise specified, the Contractor shall procure any pay for all permits and inspections and shall furnish any bonds, security or deposits required to permit performance of its work hereunder.

- (A) OSHA: All work and job site conditions shall, at all times, adhere to the requirements of the latest provisions of the Occupational Safety and Health Act.
- (B) REQUIREMENTS AND CODES: Wherever references are made in the contract to requirements or codes in accordance with which work is to be performed or tested, the addition or revision of the requirements or codes current on the date of this contract shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such requirements or codes is solely for technical information.

This contract shall be governed by the Laws of the State of Texas and by such Federal laws as may be applicable.

The parties agree that all claims, disputes, and other matters in question between the Contractor and the County arising out of or pertaining to the contract documents or the breach thereof, shall, except as otherwise expressly provided, be decided solely in the Courts of the State of Texas, in the County of Cooke.

Interest, if any, allowable on the claims of either party shall be at the current rate for judgments in the Courts of the State of Texas.

11. CONTRACTOR TO CHECK DRAWINGS AND SCHEDULES:

The Contractor shall check all dimensions, elevations, and quantities indicated on the drawings and schedules furnished to him by the County. The Contractor shall notify the County of any discrepancy between the drawings and the conditions at the site, or any error or omission in drawings, or in the layout as given by stakes, points, or instructions, which he may discover in the course of work. The Contractor will not be allowed to take advantage of any error or omission in the drawings or contract documents. Full instructions will be furnished by the County should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

12. FIGURED DIMENSIONS TO GOVERN:

Dimensions and elevations indicated on the drawings shall be accurately followed even though different from scaled measurements. No work indicated on the drawings, the

dimensions of which are not indicated, shall be executed until necessary dimensions have been obtained from the County.

13. NO WAIVER OF RIGHTS:

Neither the inspection by the County or any of their officials, employees, or agents, nor any order by the County for payment of money, or any payment for or acceptance of possession taken by the County or its employees, nor any action of the County shall operate as a waiver of any provision of this contract, or of any power herein reserved to the County, or of any right to damages herein, provided nor shall any waiver of any breach in this contract be held to be a waiver of any other or subsequent breach.

14. CONTRACTOR'S SUPERINTENDENT AND EMPLOYEES:

The Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such work.

The Contractor shall act as an independent Contractor maintaining complete control over its employees and all of its subcontractors. The Contractor shall perform all work in an orderly and workmanlike manner, enforce strict discipline and order among its employees and assure strict discipline and order by its subcontractors.

Before starting work, the Contractor shall designate a competent, authorized representative to represent and act with full authority for the contract and shall inform the County in writing of the name, address, telephone number (day and night) of such representative, and of any change in such designation. This representative shall have authority to make binding and enforceable decisions in the name of the Contractor and to accept service of all notices which the County desires to serve or which are required by this contract to be served on the Contractor. As an alternate, such written notices may be mailed directly to the address of that party shown on the face of the Contract Agreement form. Such representative shall be present or be duly represented at the site of work at all times when work is actually in progress and, during period when work is suspended, arrangements acceptable to the County shall be made for any emergency work which may be required. The Contractor's authorized representative - shall be supported by competent assistants, as necessary, and the authorized representative and its assistants shall be satisfactory to the County. All requirements, instructions, and other communications given to the Contractor's authorized representative by the County shall be as binding as if given to the Contractor.

The Contractor shall employ only fully experienced and properly qualified persons to perform any work. The Contractor shall be responsible for maintaining satisfactory conduct of its employees. The Contractor's site representative shall stay on the project until final completion of the work in accordance with the contract documents.

15. PROJECT INSPECTION:

The County may appoint such inspectors as the County deems proper to inspect the materials furnished and the work performed for compliance with the drawings and specifications. The Contractor shall furnish all reasonable assistance required by the County, or inspectors, for the proper inspection of the work. Should the Contractor object to any interpretation of the contract by any inspector, the Contractor may make written appeal to the County for a decision, but the County's decision shall be final.

Inspectors shall have the authority to reject work which is unsatisfactory, faulty, or defective or does not conform to the requirements of the drawings and specifications.

Inspection shall not relieve the Contractor from any obligation to construct the work strictly in accordance with the drawings and specifications. Work not so constructed shall be removed and replaced by the Contractor at his own expense.

16. RIGHT OF COUNTY TO TERMINATE CONTRACT:

If the work to be done under this contract is abandoned by the Contractor; or if this contract is assigned by him without the written consent of the County; or if the Contractor is adjudged bankrupt, or files for voluntary bankruptcy; or if a general assignment of his assets is made for the benefit of his creditors; or if a receiver is appointed for the Contractor of any of his property or if at any time in writing to the County determines that the performance of the work under this contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this contract, or that he is executing the same in bad faith or otherwise not in accordance with the terms of said contract; or if the work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the County may serve written notice upon the Contractor and his surety of the County's intention to terminate this contract. Unless within five (5) days after the serving of such notice, a satisfactory arrangement is made for continuance, this contract shall terminate. In the event of such termination, the surety shall have the right to take over and complete the work, provided that if the surety does not commence performance within 30 days, the County may take over and prosecute the work to completion, by contract or otherwise. The Contractor and his surety shall be liable to the County for all excess cost sustained by the County by reason of such prosecution and completion. The County may take possession of, and utilize in completing the work, all materials, equipment, tools, and plant on the site of the work, including such materials, etc., as may have been placed on the site by or at the direction of the Contractor.

The County may, at its option, terminate the performance of the work in accordance with this section, in whole, or from time to time in part, at any time by written notice thereof the Contractor, whether or not the Contractor is in default. Upon any such termination, Contractor shall waive any claims for damages, including loss of anticipated profits, on account thereof, but as the sole right and remedy of the Contractor, the County shall pay Contractor in accordance with subparagraph (B) below, provided, however, that those provisions of the contract documents which by their very nature

survive final acceptance under the contract documents shall remain in full force and effect after such termination.

- (A) Upon receipt of any such notice, the Contractor shall, unless the notice requires otherwise:
 - (1) Immediately discontinue work on the date and to the extent specified in the notice;
 - (2) Place no further order or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of work under the contract that is not terminated;
 - (3) Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to the County of all order and subcontracts to the extent they relate to the performance of work terminated, or assign to the County those orders and subcontracts, and revoke agreements specified in such notice; and
 - (4) Assist the County, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by the County under the contract.
- (B) Upon any such termination, the County will pay the Contractor an amount determined in accordance with the following (without duplication of any item):
 - (1) All amounts due and not previously paid to the Contractor for work completed in accordance with the contract prior to such notice, and for work thereafter completed as specified in such notice;
 - (2) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in subparagraph (A) (3) above;
 - (3) The reasonable cost incurred pursuant to subparagraph (A) (4) above; (4)
 - (4) Any other reasonable costs incidental to such termination of work.

The foregoing amounts will include a reasonable sum, under all of the circumstances, as profit for all work satisfactorily performed by the Contractor.

17. EQUAL OPPORTUNITY:

The Contractor is aware of, and is fully informed of, the Contractor's obligations under Executive Order 11246, and, where applicable, shall comply with the requirements of such order and all orders, rules and regulations promulgated thereunder unless exempted therefrom.

Without limitation of the foregoing, the Contractor's attention is directed to 41 CFR Section 60-1.4, and the clause therein entitled "Equal Opportunity Clause" which, by this reference, is incorporated herein.

The Contractor is aware of, and is fully informed of, the Contractor's responsibilities under Executive Order No.11701, "List of Job Openings for Veterans" and, where applicable, shall comply with the requirements of such order, and all orders, rules and regulations promulgated thereunder unless exempted therefrom.

Without limitation of the foregoing, the Contractor's attention is directed to 41 CFR 60- et seq. and the clause therein entitled "Affirmative Action Obligations of the Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era" which, by this reference is incorporated herein.

The Contractor certifies that segregated facilities, including, but not limited to, washrooms, work areas, locker rooms, are not, and will not, be maintained or provided for the Contractor's employees. Where applicable, the Contractor shall obtain similar certification from any of its subcontractors, vendors, or suppliers performing work under this contract.

The Contractor is aware of, and is fully informed of, the Contractor's responsibilities under the Rehabilitation Act of 1973, and, where applicable, shall comply with the provisions of the Act, and the regulations promulgated thereunder unless exempted therefrom.

Without limitation of the foregoing, the Contractor's attention is directed to 41 CFR Section 60-741 and the clause entitled "Affirmative Action Obligations of the Contractors and Subcontractors for Handicapped Workers" which, by this reference, is incorporated herein. Contractor must also comply with the rules and regulations as established by the Americans with Disabilities Act of 1990.

18. **BEGINNING, PROGRESS, AND COMPLETION OF THE WORK; LIQUIDATED DAMAGES:**

The time of completion is of the essence of this contract. Unless otherwise specified in these contract documents or advised by written order of the County, the Contractor shall begin work within 10 days after the date of contract. The work shall be prosecuted to completion in accordance with the schedule provided for below and shall be 100% completed within the contract time stated in the executed contract documents. Liquidated damages shall be assessed at the rate specified in Section 108.8.1 of the NCTCOG Specifications 2017.

A detailed construction schedule and monthly payment schedule shall be prepared by the Contractor and submitted to the County for review. The schedule shall contain a critical path for the various activities required to perform the work and the dates the activities will be started and completed in order to complete the work in accordance with the specified schedule requirements. The Contractor is responsible for determining the sequence and time estimates of the detailed construction activities. However, the County reserves the right to require the Contractor to modify any portion of the schedule the County determines to be impractical or unreasonable; as required to coordinate the Contractor's activities with those of other Contractors, if any, engaged in work for the County on the site; to avoid undue interference with the County's operations; and to assure completion of the work by the date or dates stipulated. Upon acceptance by the County of the Contractor's detailed construction schedule, the Contractor will be responsible for maintaining such schedule.

If at any time the Contractor's work is behind schedule, he shall immediately put into effect definite procedures for getting the work back on schedule. The procedures shall be subject to review and modification by the County. The Contractor will not be allowed extra compensation for costs incurred by him because of accelerated operations required to maintain the schedule.

19. HINDRANCES AND DELAYS:

The Contractor expressly agrees that the period of time stated in the executed Contract Document, to complete all work includes allowance for all hindrances and delays incident to the work. The Contractor further agrees that no claims shall be made for hindrances and delays from any cause during the performance of the work, except as specifically provided for in the articles SUSPENSION OF WORK and EXTENSIONS OF TIME in these General Conditions.

20. SUSPENSION OF WORK:

The County reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the contract. Orders for suspension or reinstatement of work will be issued by the County to the Contractor in writing. The time for completion of the work will be extended for a period equal to the time lost by reason of the suspension.

Extra costs and expenses which are caused by work suspensions ordered by the County will be paid by the County to the Contractor.

21. EXTENSIONS OF TIME:

Should the Contractor be delayed in the final completion of the work by any act or neglect of the County, or of any employee of either, or by any other Contractor employed by the County, or by strike, fire, regulatory agencies or other cause outside of the control of the Contractor and which, in the opinion of the County, could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay, as determined by the County, will be granted by the County; provided that the Contractor gives the County notice in writing within 10 days of the cause of delay in each case and demonstrates that he has used all reasonable means to minimize the delay, and that the delay has caused an adverse impact on the critical path schedule for completion of the work.

Extensions of time will not be granted for delays caused by unfavorable weather, unsuitable ground conditions, inadequate construction force, or the failure of the Contractor to place orders for equipment or materials sufficiently in advance to ensure delivery when needed.

Failure of County furnished equipment and materials to arrive as scheduled, or failure of other construction Contractors to meet their schedule, shall not be justification for an extension of time, except where such failure causes, in the opinion of the County, an actual delay in the Contractor's work.

22. EXTRA OR CHANGE ORDER WORK:

If a modification increases the amount of the work, and the added work or any part thereof is a type and character which can properly and fairly be classified under one or more unit price items of the Bid, then the added work or part thereof shall be paid for according to the amount actually done and at the applicable unit price. Otherwise, such work shall be paid for as hereinafter provided.

Claims for extra work will not be paid unless the work covered by such claims was authorized in writing by the County. The Contractor shall not have the right to prosecute or maintain an action in court to recover for extra work unless the claim is based upon a written order from the County. Payments for extra work will be based on agreed lump sums or on agreed unit prices whenever the County and the Contractor agree upon such prices before the extra work is started; otherwise, payments for extra work will be based on actual field cost plus the specified percentage allowance.

For the purpose of determining whether proposed extra work will be authorized, or for determining the payment method for extra work, the Contractor shall submit to the County, upon request, detailed cost estimate for proposed extra work. The estimate shall indicate itemized quantities and charges for all elements of direct cost. Charges for the Contractor's subcontractor's extra profit, extra general superintendence, extra field office expense, and extra overheads shall be indicated as a percentage addition to the total estimated net cost. Unless otherwise agreed upon by the Contractor and the County, such percentage additions shall be 15 percent for the extra work performed by the Contractor's own forces or 20 percent for extra work performed by a subcontractor.

When payment for extra work is based on actual field cost, the Contractor will be paid the actual field cost plus an allowance of 15 percent if the extra work is performed by the Contractor's own forces or 20 percent if the extra work is performed by a subcontractor. The allowance will be paid as full compensation for the Contractor's and subcontractors' extra profit, extra general superintendence, extra field office expense, extra overheads, and all other elements of extra cost not defined herein as actual field cost.

The actual field cost shall include only those extra costs for labor and materials expended in direct performance of the extra work. The form in which actual field cost records are kept, the construction methods, and the type and quantity of equipment used shall be acceptable to the County.

Construction equipment which the Contractor has on the job site and which is of a type and size suitable for use in performing the extra work shall be used. The hourly rental charges for equipment shall not exceed one-half of one percent of the latest applicable Associated Equipment Distributors published monthly rental rates and shall apply to only the actual time the equipment is used in performing the extra work.

When extra work requires the use of equipment which the Contractor does not have on the job site, the Contractor shall obtain the occurrence of the County before renting or otherwise acquiring additional equipment. The rental charges for the additional equipment shall not exceed the latest applicable Associated Equipment Distributors published rental rates.

23. DECREASED WORK:

If a modification decreases the amount of work to be done, such decrease shall not constitute the basis for a claim for damages or anticipated profits on work affected by such decrease. Where the value of omitted work is not covered by applicable unit prices, the County shall determine on an equitable basis the amount of (a) credit due the County for contract work not done as a result of an authorized change, (b) allowance to the Contractor for any actual loss incurred in connection with the purchase, delivery, and subsequent disposal of materials or equipment required for use on the work as planned and which could not be used in any part of the work as actually built, and (c) any other adjustment of the contract amount where the method to be used in making such adjustment is not clearly defined in the contract documents.

Unless otherwise agreed, upon by the County and the Contractor, the credit due the County for reductions in the amount of work to be done shall be the estimated field cost of the deleted work plus an overhead allowance of:

Ten percent of the estimated field cost if the work was to have been done by the Contractor's own forces, or;

Fifteen percent of the estimated field cost if the work was to be done by a subcontractor.

Field cost referred to Move shall include the category of costs listed as actual field costs, in the article entitled EXTRA WORK.

24. PROTECTION OF WORK AND PROPERTY:

The Contractor shall be responsible for and shall bear any and all risk of loss of, or damage to work in progress, all materials delivered to the site, and all materials, tools, and equipment until completion and final acceptance of the work to be performed under this contract.

The Contractor shall promptly take all precautions which are necessary and adequate against any conditions created during the progress of the Contractor's activities hereunder which involve a risk of bodily harm to persons or a risk of damage to any property. Contractor shall continuously inspect all work, materials and equipment to discover and determine, and shall be solely responsible for discovery, determination and correction of any conditions which involve a risk of bodily harm to persons or damage to property.

The Contractor shall comply with all applicable safety laws, standards, codes and regulations in the jurisdiction where the work is being performed specifically but without limiting the generality of the foregoing and regardless of any exemptions provided by law, with all rules, regulations and standards adopted pursuant to the Occupational Safety and Health Act of 1970.

The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site of work which is not to be removed and which does not unreasonably interface with the construction work. Care will be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place.

The Contractor will protect from damage all existing improvements, utilities, roads, and bridges at or near the site of work and will repair or restore any damage to such facilities resulting from failure to comply with the requirements of this contract of the failure to exercise reasonable care in the performance of the work. Under no circumstances will county or township roads and bridges be subject to greater than normal highway truck loadings.

The Contractor shall provide and maintain such temporary work as is required for the protection of the public and those employed in or about the work site, including all signs, guards, barricades, night lights and any other temporary protection as may be necessary. Contractor shall provide and maintain such temporary work as is required for protection of finished work, including building paper, boxing, planking, protective coating, and such other protection as may be deemed necessary by the County. All such work shall be returned to original condition by the Contractor on completion of the contract.

Whenever necessary to maintain proper temperatures for performance of work, or to protect or to close in work in place, Contractor shall provide and maintain temporary enclosures as directed by the County for all openings or exterior surfaces that are not enclosed with finishing materials.

The Contractor shall protect all the work including buildings, structures, equipment, excavations, trenches, etc. from water damage including damage by rainwater, ground water, backing-up of drains, downspouts of sewers and shall construct and maintain all necessary drainage and do all pumping required to protect or to perform the work. Contractor shall provide protection to any equipment in place, as required to prevent damage by moisture. Contractor, in general, shall at all times carefully protect the work, materials, and equipment against damage from the weather, and comply with the directions of the County in order to avoid any adverse effect on the project from weather conditions.

The Contractor assumes all liability for its failure to comply with the provisions of this Article. The Contractor shall include this Article in its entirety in all subcontracts for any work at the project site.

Upon the failure of the Contractor or its subcontractors to comply with any of the requirements of the Article, the County shall have the authority to stop any operations of the Contractor or its subcontractors affected by such failure until such failure is remedied. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for increased costs or damages by the Contractor or its subcontractors.

25. SAFETY:

The Contractor shall at all times conduct all operations under the Contractor in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall promptly take all precautions which are necessary and adequate against any conditions which involve a risk of bodily harm to persons or a risk of damage to any property. The Contractor shall continuously inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions. The Contractor shall designate an employee as safety supervisor who is acceptable to the County.

The Contractor shall comply with all applicable laws, regulations and standards. The Contractor shall coordinate with other Contractors and subcontractors on safety matters and shall promptly comply with any specific safety directions given to the Contractor by the County.

The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard, promulgating safety regulations and notifying the County and users of adjacent properties and utilities.

The Contractor shall maintain a Safety Program with detail commensurate with the work to be performed. Such review shall not relieve the Contractor of its responsibility for safety, nor shall it be construed as limiting in any manner the Contractor's obligation to undertake any action which may be necessary or required to establish and maintain safe working conditions at the site.

The Contractor shall maintain accurate accident and injury reports.

The Contractor shall hold regular scheduled meetings to instruct its personnel on safety practices. The Contractor shall furnish safety equipment and enforce the use of such equipment by its employees.

All equipment furnished and installed on this project shall be manufactured and installed in accordance with the applicable parts of the Williams-Steiger Occupational Safety and Health Act of 1970, and its subsequent amendments and revisions. All work shall be performed in accordance with the regulations and requirements of the above noted Act, revisions and amendments.

EXCAVATION SAFETY PROCEDURE

In a municipality or in the extraterritorial jurisdiction of a municipality as provided by the Municipal Annexation Act (Article 970a, Vernon's Texas Civil Statutes), on construction projects in which excavation will exceed a depth of five feet, the bid document and the contract must include detailed plans and specifications for excavation safety systems.

Prior to execution of a contract the Contractor will be required to submit an excavation safety plan for the project. This excavation safety plan must be designed and sealed by a professional engineer registered in the State of Texas with professional experience in soil mechanics. The Contractor is responsible for obtaining borings and soil analysis as required for plan design. The excavation safety plan shall be designed in conformance with Occupational Safety and Health Administration (OSHA) Standards and Regulations.

After review of the excavation safety plan, the County Engineer will forward the reviewed plan to the appropriate county construction division for use in inspection. Plans for construction will not be released by the County Engineer until this plan is reviewed. Changes in the excavation safety plan after initiation of construction may not be cause for extension of time or change order, and will require the same review process. Contractor accepts sole responsibility for compliance with all applicable safety requirements. The review is only for general conformance with OSHA Safety Standards. Release of the excavation safety plan by the County Engineer does not relieve Contractor from any property damage or bodily injury (including death) that arises from use of the excavation safety plan, from Contractor's negligence in performance of contract work, or from city's failure to note exceptions to the excavation plan. The safety plan shall remain the sole responsibility and liability of the Contractor. A separate pay item for an excavation and support system shall be included in the bid documents.

Contractors have three ways to meet OSHA standards for excavation safety. They are as follows:

1. Minimum angle of repose for sloping of the sides of excavations.
2. Utilization of trench box.
3. Shoring, sheeting and bracing methods.

Contractors electing to utilize the minimum angle of repose must submit:

1. Soil classification according to the unified soil classification system including water content and plasticity indexes, and a minimum angle of slope excavation.
2. A detailed plan of the excavation area and the impact on existing right-of-way and infrastructure.
3. Waiver of claim for delay of cost.

Contractors electing to utilize a trench box must submit:

1. Physical dimensions, materials, position in the trench, expected loads, and the strength of the box.
2. Waiver of claim for delay cost.

Contractors electing to utilize shoring, sheeting and bracing must submit:

1. Dimensions and materials of all uprights, stringers, crossbracing and spacing required to meet OSHA requirements.
2. Waiver of claim for delay cost.

26. TAXES, PERMITS AND LICENSES:

The Contractor shall obtain and pay for all licenses, permits, and inspections required for the work.

The Contractor shall pay all appropriate sales taxes, excluding materials permanently retained by Cooke County franchise taxes, income taxes, gross receipts taxes, and other business or occupation taxes imposed upon the Contractor.

27. PATENTS:

Royalties and fees for patents covering materials, articles, apparatus, devices, equipment, or processes used in the work, shall be included in the contract amount. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he shall be liable for any damages or claims for patent infringements. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted against the County for alleged infringement of any patents involved in the work and, in case of an award of damages, the Contractor shall pay such award. Final payment to the Contractor by the County will not be made while any such suit or claim remains unsettled. In the event the Contractor is found to have infringed a patent, the Contractor shall either replace the part or process with a non-infringing part or process approved by the County, or secure the right to use the infringing part or process. Either choice shall be at the Contractor's expense.

28. MATERIALS AND EQUIPMENT:

Unless specifically provided otherwise in each case, all materials and equipment furnished for permanent installation in the work shall conform to applicable standard specifications and shall be new, unused, and undamaged when installed or otherwise incorporated in the work. No such material or equipment shall be used by the Contractor for any purpose other than that intended or specified, unless such use is specifically authorized by the County in each case. All required tests in connection with acceptance of source of materials shall be made at the Contractor's expense by a properly equipped laboratory of established reputation whose work and testing facilities are acceptable to the County. Any change in origin or method of reparation or manufacture of a material be routinely tested will require new tests. Reports of all tests shall be furnished to the County in as many copies as required.

29. GUARANTEE:

Contractor shall guarantee that all products are in accordance with the manufacturer's guarantees, warranties, or Policies. Any replacement of defective material or materials will be made in accordance with such guarantee or warranty policies but, in any case, responsibility ends with the replacement of the defective part or parts, and no responsibility will be assumed for unauthorized repair or replacement of said equipment. Nor any expense will be incurred due to failure of said equipment excepting replacement of its defective part or parts by the manufacturer and in accordance with said manufacturer's policies.

Contractors warranty against defects in material and workmanship shall extend two (2) years from the date of final payment.

30. 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 30 days advance written 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.

30.1 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 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 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.

30.2 CONTRACTOR'S LIABILITY INSURANCE:

Without limiting any of the other obligations or liabilities of the Contractor, the 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 COOKE 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 COOKE COUNTY, shall be delivered to COOKE 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 COOKE 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 COOKE 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

30.3 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 Cooke 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.

30.4 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 COOKE COUNTY by Certified Mail;
 - (2) the term 'COOKE 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) Cooke 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. Cooke 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 limits of this project, the Contractor or his Insurance Agent shall investigate and report immediately his findings in writing to COOKE COUNTY. COOKE 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 extend same or covered by insurance.
 - (d) List of all subcontractors which are additional insureds on the prime contractor's policy.
 - (e) Furnish subcontractors Certificate of Insurance which are not covered as additional insureds on the prime contractor's policy.

31. DEFENSE OF SUITS:

In case any action in court is brought against the County, or any officer or agent of the County, for the failure, omission, or neglect of the Contractor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the Contractor shall indemnify and save harmless the County and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

32. PATENT INDEMNITY:

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the County harmless from loss on account thereof, except that the County shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified. But, if the Contractor has reason to believe that the design, process, or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the County.

33. INDEMNITY AND RELEASE:

The Contractor is solely responsible for and shall defend, indemnify, and hold the County or any of his representatives or employees free and harmless from any and all losses, expenses, damages, demands, claims, judgments or liability howsoever caused or arising out of or in connection with injuries (including death) or damages to any and all persons, employees and/or property in any way sustained or alleged to have been sustained in connection with, or by reason of, the performance of the work by the Contractor, its agents or employees. Said indemnity and hold harmless agreement shall also apply to claims arising from accidents to Contractor, its agents or employees, whether occasioned by Contractor or its employees, the County or his employees, or by any other person or persons. However, Contractor is not hereby agreeing and specifically does not agree to indemnify those parties covered by this indemnification in

regard to costs, losses, expenses, liabilities, damages and claims which result from their own negligence or willful misconduct.

34. FINAL PAYMENT AND RELEASE:

Acceptance by the Contractor of last payment shall be a release to the County and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the County or of any person relating to or affecting the work.

35. INSPECTION:

The County shall have the right, without extra charge therefore, to inspect all materials and equipment supplied under this contract at any time, including the place of manufacture, either during performance of the work, on final inspection, or during any applicable warranty period. The County or its designated representative shall have the right to reject equipment, materials and work not complying with the requirements of this contract. The County shall notify the Contractor in writing that such equipment, material or work is rejected. Thereupon, rejected work shall be satisfactorily corrected, rejected equipment shall be satisfactorily repaired or replaced with satisfactory equipment, and rejected material shall be satisfactorily replaced with satisfactory material, all in accordance with the contract, and the Contractor shall promptly segregate and remove rejected materials and equipment from the premises. All such correcting, repairing, replacing, and removing shall be by and at the expense of the Contractor.

The County will perform inspections in such a manner so as not to delay the work unreasonably, and the Contractor shall perform its work in such a manner as not to delay inspection unreasonably.

36. FINAL INSPECTION:

When the work has been completed and at a time mutually agreeable to the County and Contractor, the County will make a final inspection of the work as to the acceptability and completeness of the work.

37. CLAIMS FOR LABOR AND MATERIALS:

The Contractor shall pay all subcontractors and other persons furnishing labor or materials for the work from the contract amount. The Contractor is aware of and is fully informed of the Contractor's responsibility under article 601f V.T.C.S. pertaining to payments for goods and services contracted for by State agencies or political subdivisions, applies to construction contracts. The Contractor shall be responsible for payment to vendors and subcontractors in accordance with article 601f V.T.C.S. No third party shall have any contractual privity with the County. The Contractor shall indemnify and save harmless the County from all claims for labor and materials furnished under this contract. When requested by the County, the Contractor shall submit satisfactory evidence that all persons, firms, or corporations who have done work or furnished

materials under this contract, for which the County may become legally liable, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained money due the Contractor which in addition to any other sums that may be retained will be sufficient, in the opinion of the County, to liquidate all such claims. Such sum will be retained until the claims as aforesaid are fully settled or satisfactorily secured.

Before final acceptance of the work by the County, the Contractor shall submit to the County in duplicate a notarized affidavit stating that all subcontractors, vendors, persons, or firms who have furnished labor or materials for the work have been fully paid and that all taxes have been paid. A statement from the surety shall also be submitted consenting to the making of the final payment.

38. ESTIMATES AND PAYMENTS:

On or about the first day of each month the Contractor shall make an estimate of the value of the work completed and of unused materials stored on the site. The Contractor and the County shall review the estimate prior to submitting the formal invoice to the County. The estimated cost of repairing, replacing, or rebuilding any part of the work or replacing materials which do not conform to the drawings and specifications will be deducted from the estimated value by the County.

The Contractor shall furnish to the County such detailed information as he may request to aid in the preparation of monthly estimates. After each estimate has been found acceptable, the County will pay to the Contractor on or about the 25th day of the month. The Contractor shall be responsible for payment to vendors and subcontractors in accordance with article 601 f V. T.C.S.

After official acceptance of the work, the County will prepare a final estimate of the work done under this contract. Preparation of the final estimate will not be made until the affidavit and statement required in the article entitles CLAIMS FOR LABOR AND MATERIALS have been received. The County will, within 30 days thereafter, pay the entire balance due after deducting all amounts to be retained under any provision of this contract.

39. LIENS:

Neither the Contractor, nor any of his subcontractors, workmen or suppliers shall have the right of lien against the work performed under this contract, or any property of the County to secure payment for labor and materials.

40. STATE LAW:

This contract is performable in the State of Texas and shall be governed by the laws of the State of Texas. Venue on any suit hereunder shall be in Cooke County, Texas.

41. COMPLIANCE REQUIREMENTS

PROHIBITION AGAINST BOYCOTTING OF ISRAEL

By its execution of this Agreement, Contractor verifies that it does not and will not during the term of this Agreement boycott Israel as described in Texas Government Code §808.001(1).

PROHIBITION OF CONTRACTS WITH CERTAIN COMPANIES

By its execution of this Agreement, Contractor verifies that it is not on a list prepared and maintained by the State Comptroller of Texas under Texas Government Code §2252.153 or §2270.0201.

PREVAILING WAGE RATES

General Decision Number: TX20190025 01/04/2019

Superseded General Decision Number: TX20180035

State: Texas

Construction Type: Highway

Counties: Archer, Callahan, Clay, Collin, Dallas, Delta, Cooke, Ellis, Grayson, Hunt, Johnson, Jones, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a

classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date
 0 01/04/2019

* SUTX2011-007 08/03/2011

Rates Fringes

CONCRETE FINISHER (Paving and Structures).....\$ 14.12

ELECTRICIAN.....\$ 19.80

FORM BUILDER/FORM SETTER
 Paving & Curb.....\$ 13.16
 Structures.....\$ 13.84

LABORER
 Asphalt Raker.....\$ 12.69
 Flagger.....\$ 10.06
 Laborer, Common.....\$ 10.72
 Laborer, Utility.....\$ 12.32
 Pipelayer.....\$ 13.24
 Work Zone Barricade
 Servicer.....\$ 11.68

POWER EQUIPMENT OPERATOR:

Asphalt Distributor.....\$ 15.32
 Asphalt Paving Machine.....\$ 13.99
 Broom or Sweeper.....\$ 11.74
 Concrete Pavement
 Finishing Machine.....\$ 16.05
 Concrete Saw.....\$ 14.48
 Crane Operator, Lattice
 Boom 80 Tons or Less.....\$ 17.27
 Crane Operator, Lattice
 Boom over 80 Tons.....\$ 20.52
 Crane, Hydraulic 80 Tons
 or Less.....\$ 18.12
 Crawler Tractor.....\$ 14.07
 Excavator, 50,000 pounds
 or less.....\$ 17.19
 Excavator, over 50,000
 pounds.....\$ 16.99
 Foundation Drill , Truck
 Mounted.....\$ 21.07
 Foundation Drill, Crawler
 Mounted.....\$ 17.99
 Front End Loader 3 CY or
 Less.....\$ 13.69
 Front End Loader, over 3 CY.\$ 14.72
 Loader/Backhoe.....\$ 15.18
 Mechanic.....\$ 17.68
 Milling Machine.....\$ 14.32
 Motor Grader, Fine Grade....\$ 17.19
 Motor Grader, Rough.....\$ 16.02
 Pavement Marking Machine....\$ 13.63
 Reclaimer/Pulverizer.....\$ 11.01
 Roller, Asphalt.....\$ 13.08
 Roller, Other.....\$ 11.51
 Scraper.....\$ 12.96
 Small Slipform Machine.....\$ 15.96
 Spreader Box.....\$ 14.73

 Servicer.....\$ 14.58

 Steel Worker (Reinforcing).....\$ 16.18

 TRUCK DRIVER
 Lowboy-Float.....\$ 16.24
 Off Road Hauler.....\$ 12.25

Single Axle.....\$ 12.31
Single or Tandem Axle Dump
Truck.....\$ 12.62
Tandem Axle Tractor with
Semi Trailer.....\$ 12.86
Transit-Mix.....\$ 14.14

WELDER.....\$ 14.84

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

CONTINGENCY ALLOWANCES

Summary

- A. Contingency Allowance is established to account for portions of Work that were not fully coordinated, incorporated, or documented in the Contract Documents prior to the award of contract. In some cases, items may have been deferred to a later date when additional information is available.
- B. Contingency Allowance is for exclusive use of Owner and Engineer for changes as a result of design refinements, clarifications, inconsistencies, errors, omissions, and unanticipated design issues.
 - 1. Not for Contractor's unknown or unanticipated conditions or Owner's scope changes.
 - 2. Not for use by Contractor as Contractor's construction contingency.
 - 3. Not for Owner scope changes.
 - 4. Owner and Engineer approval of contingency adjustment required prior to withdrawing funds from Contingency Allowance.
 - 5. Contingency adjustments will include Sub Contractor's related costs, and reasonable overhead and profit as stipulated in Contract Documents.

Allowance

- C. Contingency Allowance:
 - 1. Contractor shall include in Contract Sum the Contingency Allowance.
 - 2. The Contractor shall submit a Contingency Allowance Authorization form for costs associated with work not required by the contract documents.
 - a. The authorization to deduct funds from the allowance must be approved by the Owner and Architect by signature of the Contingency Allowance Authorization form.
 - b. Once approved, the Contractor may request payment in the Monthly Application for Payment for specific items approved.
 - c. Payments for changes in work, including Contractor and Subcontractor overhead and profit allowances, shall be determined in the same manner as described in paragraph 22, EXTRA OR CHANGE ORDER WORK.
 - d. Any unused amount from the contingency allowance will be deducted from the contract sum prior to final payment.
 - 3. Allowance Amount
 - a. Include in the Base Bid \$10,000.00 for minor changes in the work authorized by the Owner.

CONTINGENCY ALLOWANCE AUTHORIZATION FORM
Bid #FY23-001, Remote Parking Lot Project

CAA No.: _____

The Contractor shall furnish all labor and materials for the revision clarifications to the contract documents as follows:

Additional Number of Calendar Days _____
Amount requested by this authorization _____
(Attach back-up documentation) \$ _____

Original Allowance Total \$ 10,000.00
Plus/Less previous Authorization Requests approved \$ _____
for payment
Plus/Less this Authorization \$ _____

Remaining in Contingency Allowance \$ _____

The Contingency Allowance Authorization referenced above is approved to be funded from the allowance included in the contract sum.

Owner Signature: Project Engineer/Date

Engineer Signature/Date:

Owner Signature: Purchasing/Date

Contractor/Date

PART II - STANDARD SPECIFICATIONS

All road construction must comply with Texas Department of Transportation, 2014 Standard Specifications for Construction of Highways, Streets and Bridges. All other construction and General Specifications shall comply with the North Central Texas Council of Government Public Works Construction Standards, Fifth Edition 2017. These specifications shall govern and shall constitute the technical specifications except as herein amended or supplemented. These specifications will be referred to as the Standard Specifications and are included herein by reference, although they will not be physically bound with the other contract documents.

THE CONTRACTOR SHALL HAVE ONE COPY OF THESE SPECIFICATIONS ON THE PROJECT SITE AT ALL TIMES.

Part III - Technical Specifications/Line Item Descriptions

FOR: Remote Parking Lot Project, Cooke County, Texas

TECHNICAL SPECIFICATIONS:

General

The work, as proposed, is to be complete and fully acceptable to Cooke County. The only compensation will be from the unit-priced items listed in the proposal. The CONTRACTOR shall verify all quantities and resolve any disputed quantities before signing the contract. After signing the contract, payment quantities will only be revised by approved change order or revisions to the plans. All work not specifically called for but required to complete the work in accordance with Cooke County requirements, should be considered incidental to payments items. CONTRACTOR shall be responsible for erosion and sediment control of on-site materials during construction. The controls shown on the plans are considered minimum requirements. Each contractor will be responsible for the maintenance of these control measures, as well as installation of special control measures, and temporary seeding and mulching needed to facilitate the progress of the work while the site is under his/her control. Said work shall be considered incidental to their respective construction, unless specific pay items are listed below. Contractors shall notify the engineer immediately if the controls are not functioning properly and sediment is leaving the site. The contractor shall also be responsible for removal of all temporary erosion and sediment control devices upon completion of the project.

NON-PAY ITEMS:

Access to Private Property

Contractor shall coordinate with Cooke County personnel and property owners to arrange access beyond the fences. Cooke County personnel will be identified at the preconstruction meeting. Property owners shall be notified 5 business days prior to any access to their property. Contractor shall endeavor to limit construction days to a minimum on private property. Contractor shall preserve and protect fences per construction documents.

All work must be constrained to the project area and any indicated work zones. The contractor shall not use for any purpose the private property outside of the work zone without express written permission of the property owner(s). The contractor shall provide a copy of this letter(s) prior to using private property. In addition, any private property utilized shall be restored to the same or better condition, and the contractor shall provide the County with signed approval from the property owner(s) that the area has been restored to satisfactory condition. This letter(s) shall be required before final payment is authorized.

PAY ITEMS:

TS-1 - Mobilization

This item includes mobilization cost such as site equipment and personal mobilization, up front coordination and other activities to prepare for the start of work. This item also governs the demobilization for the project including record drawings, general site final clean up, equipment and personnel departure from the site, and other project closing activities.

Payment shall be at the contract lump sum price for Mobilization.

TS-2 - Demolition

This item shall include the removal of all obstructions designated on the plans to be removed. This shall include, but not be limited to, fencing, sidewalks, and pavement. The maintenance/relocation of fences shall be considered as part of this item. All other items, not shown to be removed, shall be protected and remain.

Any existing improvement shown to remain, which is damaged or destroyed by these operations, shall be replaced at the Contractor's expense.

Payment shall be on the basis of the price bid per lump sum and shall be full compensation for permitting, all labor, material, and equipment deemed necessary to complete this pay item.

TS-3 - Unclassified Excavation

All excavation shall be unclassified excavation. This item shall provide for all the labor and equipment necessary to excavate, fill, compact, and grade the pavement and landscaping to the lines and grades shown on the plans.

The Contractor shall stockpile sufficient suitable material to backfill areas as needed. Material unsuitable for backfill and any excess material shall become the property of the contractor and disposed of appropriately, no separate pay shall be given. Backfill material shall be void of any organic matter, rocks larger than 2-inches, and 4-inch clumps of soil material, and shall be approved by the County prior to backfill. All excavated areas shall be watered to prevent dust at the direction of the County. All excavation will be unclassified, meaning that the material will be removed at the unit price bid, regardless of the type of material encountered or location of the material.

All fill and backfill material under this item shall be placed to a depth of 6" and compacted to a minimum 95% Standard Proctor between optimum and 4 percentage points above the optimum moisture content.

Payment shall be at the contract lump sum price for Unclassified Excavation.

TS-4 – Concrete Pavement, Sidewalk & Flume

Concrete pavement shall be installed to the thickness lines and limits shown on the plans and in accordance with the project details and specifications. This item shall include 6" of compacted Lime Treated Subgrade under all concrete pavements and extend 2' outside the edge of pavement as required in the project details.

Lime Treated Subgrade shall consist of the lime stabilization of the subgrade under concrete pavement. All work shall be performed in accordance with NCTCOG Standard Specification 301.2. Application rate for the lime shall be as specified in the plans.

Cracks in newly constructed concrete pavement: All cracks shall be individually evaluated by the ENGINEER to determine severity. The entire panel of pavement (to the nearest joint) shall be removed and replaced at the contractor's expense if it is determined by OWNER that such cracks will undermine the structural integrity and/or maintainability of the pavement or more than one crack per panel occurs. Cracks that are determined by OWNER to be cosmetic in nature shall be routed and sealed. The OWNER at his sole discretion may dictate that only half (1/2) of a panel be removed and replaced providing that adequate measures have been taken by the contractor to eliminate sympathetic cracking.

Joint Sealant used for reinforced concrete pavement shall be self-leveling silicone sealant, as per the specifications. There shall be no separate payment made for joint sealing or sealant; all sealing of joints, sealant materials, labor, and equipment necessary to complete joint sealing shall be subsidiary to this bid item.

Payment shall be on the basis of the price bid per lump sum for Concrete Pavement, Sidewalk & Flume and shall be full compensation for all labor, material, and equipment deemed necessary to complete this pay item.

TS-4.1 – HMAC Transition

HMAC Transition shall be installed to the thickness lines and limits shown on the plans and in accordance with the project details and specifications. This item shall include 6" of compacted Subgrade under all HMAC pavements as required in the project details.

Payment shall be subsidiary and included in for Concrete Pavement, Sidewalk & Flume and shall be full compensation for all labor, material, and equipment deemed necessary to complete this pay item.

TS-4.2 – Concrete Sidewalk and Flatwork

Concrete Sidewalk and Flatwork shall be installed to the thickness lines and limits shown on the plans and details.

Payment shall be subsidiary and included in the Concrete Pavement, Sidewalk & Flume and shall be full compensation for all labor, material, equipment, and incidentals deemed necessary to complete the work.

TS-4.3 – Curb Ramp

Curb Ramp shall be installed to the thickness lines and limits shown on the plans and details. Curb Ramps shall be constructed to meet the current criteria identified in the latest version of the Texas Accessibility Standards (TAS).

Payment shall be subsidiary and included in the Concrete Pavement, Sidewalk & Flume and shall be full compensation for all labor, material, equipment, and incidentals deemed necessary to complete the work.

TS-4.4 – Concrete Flume

Concrete Flume shall be installed to the thickness lines and limits shown on the plans and in accordance with the plan details.

Payment shall be subsidiary and included in the Concrete Pavement, Sidewalk & Flume and shall be full compensation for all labor, material, equipment, and incidentals deemed necessary to complete the work.

TS-4.5 – Flume Frame & Cover

Flume Frame & Cover shall be installed to the limits shown on the plans and in accordance with the plan and manufacture details.

Payment shall be subsidiary and included in the Concrete Pavement, Sidewalk & Flume and shall be full compensation for all labor, material, equipment, and incidentals deemed necessary to complete the work.

TS-4.6 – 6” Concrete Wheel Stops

Concrete Wheel Stops shall be installed and secured with dowel rods in the location indicated on the plans.

Payment shall be subsidiary and included in the Concrete Pavement, Sidewalk & Flume and shall be full compensation for all labor, material, equipment, and incidentals deemed necessary to complete the work.

TS-4.7 – 6” Concrete Curb and Gutter

Concrete curb and gutter along the asphalt streets shall be installed to the thickness lines and limits shown on the plans and in accordance with the project details and specifications. This item shall include 6” of compacted subgrade under all concrete curb and gutters and extend 2’ outside the edge of curb as required in the project details.

Cracks in newly constructed concrete curb and gutter: All cracks shall be individually evaluated by the COUNTY to determine severity. The entire section of curb and gutter (to the nearest joint) shall be removed and replaced at the contractor's expense if it is determined by the COUNTY that such cracks will undermine the structural integrity and/or maintainability of the Curb and gutter section or more than one crack occurs. Cracks that are determined by COUNTY to be cosmetic in nature shall be routed and sealed.

Joint Sealant used for reinforced concrete curb and gutter shall be silicone sealant, as per the specifications. There shall be no separate payment made for joint sealing or sealant; all sealing of joints, sealant materials, labor, and equipment necessary to complete joint sealing shall be subsidiary to this bid item.

Payment shall be subsidiary and included in the Concrete Pavement, Sidewalk & Flume and shall be full compensation for all labor, material, equipment, and incidentals deemed necessary to complete the work.

TS-5 – Pavement Markings

This item shall be full compensation for all work, materials, and incidentals necessary to install pavement markings, stripes, symbols, and signage per the plans and specifications.

Payment for this item shall be at the lump sum bid for Pavement Markings and shall include all materials, equipment, and labor necessary to complete the work.

TS-6 – Temporary Erosion, Sedimentation, and Environmental Controls

The acreage of the disturbed area is expected to be less than 1 acre which will not require a SWPPP or an NOI to be sent to TCEQ. The Contractor shall be responsible for determining the erosion control measures necessary throughout the entire project.

During construction, if any of the erosion control measures are found to be inadequate the contractor must re-evaluate the erosion control measures and address any inadequacies. The contractor must clean all erosion control measures after a storm event to ensure that they will function properly for the next storm event. All materials collected in the erosion control devices must be removed properly at the contractor's expense. After sodding has been completed, it may be necessary to add additional erosion control devices to ensure sodding takes hold. This shall be subsidiary to this bid item. All maintenance of erosion control devices and any additional measures needed to ensure proper erosion control will be considered subsidiary to this bid item. This shall include bypass storm water conveyance as needed.

Contractor is responsible for removing all erosion control devices once area has been properly stabilized and coverage is accepted by the County.

Contractor shall provide all labor, equipment, water, and materials necessary for the erosion control measures as shown on the plans and any additional erosion control devices needed for this project. Payment for this item will be the price bid per lump sum.

TS-7 – Landscape

This item shall consist of placing solid sod (Tif 419 Bermuda grass) as shown on the plans and/or as directed by the OWNER. Final shaping and grading of the ground prior to placement of the sod will not be paid for separately but will be considered subsidiary to the various items of work. Sod shall be thoroughly watered immediately after placement, and after placement shall be watered as necessary to provide healthy, established grass with roots established into the subgrade.

Payment on the basis of the price bid per lump sum for Landscape and shall be full compensation for all labor equipment and other incidentals necessary to complete the work, including but not limited to all surface preparation, sod, and water. Sod is a plans quantity item and no payment for sod beyond the quantity shown in the proposal will be made unless it is expressly directed by the County.

TS-8 – Irrigation

This item shall consist of performance irrigation for the areas shown on plans, including PVC conduit, connections, and permitting. All irrigation shall be installed to the limits shown on the plans and in accordance with the plans prepared by a licensed irrigation consultant.

Payment shall be on the basis of the price bid per lump sum for Irrigation, complete in place, including the performance design, all hardware, labor, materials, equipment, and incidentals necessary to perform the work.

Contingency

This item shall cover additional work for any item(s) approved by the Engineer and the Owner. All additional work must be approved prior to the work being done. The contractor will not be paid for any additional work completed without prior approval. This item will be paid at the prices negotiated for any approved additional work. **The Contractor should not assume that any Contingency items will be necessary.**

PART IV – SPECIAL CONDITIONS

Protection Of Existing Improvements & Maintenance Of Utilities And Access

The Contractor shall protect existing above and below ground improvements including but not limited to utilities, fences, roadways, and existing buildings. The Contractor shall be solely responsible for any damage resulting from his operation. The Contractor shall be responsible for coordinating with all affected parties prior to interrupting service or removal of improvements called for in the plans or specifications. Traffic must remain open at all times.

Grading

Compaction of all fill material shall be a minimum of 95% of standard proctor density as determined by the supplemental geotechnical report, D&S Engineering Labs project No. G21-2357 prepared by D&S Engineering Labs and dated March 21, 2022, between optimum and +4% above optimum moisture content.

Watering

Watering of earthwork placed in fill areas may be necessary to achieve the specified moisture density requirement, and to germinate/sustain grass cover in areas to receive a vegetative cover after grading is complete. The contractor shall be responsible for obtaining water for construction. No additional payment will be made to the contractor for water.

Cleanup For Final Acceptance

The contractor shall make final cleanup of all of the parts of the work before final acceptance by the Owner or their representative. This cleanup shall include removal of all objectionable rocks, asphalt and or concrete debris and other construction material as seen fit by the Owner or their representative. Final work shall commence no later than 10 days after final construction completion of the project.

Waste Material

Any waste materials not useable on the project shall become the property of the Contractor and shall be disposed of in a legal manner.

Construction Staking

The contractor is responsible for construction staking of this project. The owner will provide control for the contractor.

Protection of Utilities

Contractor shall be responsible for contacting DIG-TESS and for field locating existing utilities and improvements prior to construction. The plans show the locations of known surface and subsurface structures. However, the Owner assumes no responsibility for failure 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, provisions for which are not made in the plans and proposal, in which case the provisions in these specifications for extra work shall apply.

It will be the responsibility of the contractor to protect all existing public and private utilities throughout the construction of this project. Contractor shall contact the appropriate utility companies for line locations prior to commencement of construction and shall assume full liability to those companies for any damages caused to their facilities.

Construction Methods

As per Texas House Bill 1569, as of September 1, 1989, it shall be the responsibility of the Contractor to provide and maintain a viable trench safety system. Construction plans for trench safety systems shall be provided by the Contractor and shall be sealed by a Professional Engineer registered in the State of Texas.

PART V – CONSTRUCTION PLANS

PART VI - FORMS

Only apparent low bidder will be required to complete Experience Record and Equipment Schedule forms. These forms are to be turned in within five business days upon receiving notice.

List of Surety Bonds in Force on above Uncompleted Work:

Date of Contract Award	Type of Bond*	Amount of Bond	Name and Address of Surety

*List every type of bond separately. If one project has more than one type of bond, list each and every bond for that project on a separate line.

QUALIFICATION STATEMENT

Submitted to: _____

(Corporation)

By: _____ (Co-Partnership)

(Individual)

Principal Office: _____

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers.

1. How many years has your organization been in business as a general contractor under your present business name? _____

2. How many years' experience in this type of construction work has your organization had?

(a.) As a general contractor? _____

(b.) As a sub-contractor? _____

3. Have you ever failed to complete any work awarded to you? _____

If so, where and why? _____

4. In what manner have you inspected this proposed work? _____

5. Explain your plan or layout for performing the proposed work. _____

6. The work, if awarded to you, will have the personal supervision of whom?

(a.) For administrative management _____

(b.) For construction superintendence _____

7. What portions of the work do you intend to sub-let? State names and addresses of sub-contractors, and general portion to be performed by each in this project.

8. Have you received firm offers for all major items of equipment and material within prices used in preparing your proposal? _____

NOTE: If the bidder intends to use a Sub-Contractor for paving or utility construction for the work included in this Contract, he must complete this form based on the Sub-Contractor's information as submitted on a Statement of Experience form.

The EXPERIENCE RECORD and EQUIPMENT SCHEDULE are hereby considered a part of this Qualification Statement.

Project: _____

Owner: Cooke County

BIDDER: _____ BY: _____

ADDRESS: _____ PHONE: _____

BIDDER'S SIGNATURE _____